

SPECIAL LAWS & RULES COMMITTEE MEETING AGENDA
JULY 6, 2026

1. Sojourner Truth Water & Sewer Agreement with TOU.

AGREEMENT
BY AND BETWEEN
THE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION,
PALISADES INTERSTATE PARK COMMISSION,
TOWN OF ULSTER
AND
CITY OF KINGSTON

THIS AGREEMENT, entered this _____ day of _____, 20____, by and between the State of New York, acting by and through the State of New York Office of Parks, Recreation and Historic Preservation ("OPRHP"), an agency of the State, with primary offices located at 625 Broadway, Albany, New York 12238, the Palisades Interstate Park Commission ("PIPC"), with primary offices located at Administration Building, Bear Mountain, New York 10911-0427, the Town of Ulster ("Town"), a municipal corporation of the State of New York, with primary offices located at 1 Town Hall Road, Lake Katrine, New York 12449, and the City of Kingston, New York (the "City"), a municipal corporation of the State of New York, with primary offices located at 420 Broadway, Kingston, New York 12401 (each a "Party," collectively the "Parties").

WHEREAS:

OPRHP and PIPC (collectively the "Owner") are in the process of developing the Sojourner Truth State Park, located at 100 Sojourner Truth Way, Kingston, New York 12401, in both the Town of Ulster and the City of Kingston, County of Ulster, New York (the "Park"), the boundaries of which are set forth and described more fully in Exhibit A.

As part of this development, Owner desires to receive Potable Water, defined below, to service the Park from the Town's Public Water System, defined below, for consideration and is constructing, at Owner's own cost and expense, necessary improvements that run along and underneath Sojourner Truth Way to connect the Park to the Town's established Public Water System from Main Street, in the Town's right of way (the "WS Connection") at a point shown on WATER MAIN PLAN, dated April 25, 2025, as set forth in Exhibit B, Drawing Number C-112, note "NEW 3" DIP WATER CONNECTION TO MAIN STREET, 55 LF" (such area in Exhibit B, the "WS Project Site") which is expressly made part of this Agreement. The costs to construct, install and finance the WS Connection is \$176,000, \$4,000 of which is on Town property ("WS Connection Costs").

Owner has provided copies of the WS Connection Plans to the Town and the Town has reviewed the WS Connection Plans, defined below, and determined that the WS Connection is suitable to deliver Potable Water via a Public Water System to the Park.

Owner desires to receive Potable Water from the Town in service of a Public Water System for the Park upon Substantial Completion of the WS Connection, as defined below.

The Town provides Potable Water via a Public Water System within and adjoining the property that constitutes the Park and has the WS Capacity to handle the Park's estimated WS Capacity, set forth below.

The Town is willing to supply the Park with such Potable Water in service of a Public Water System upon substantial completion of the WS Connection and to continue supplying the Park with such Potable Water

in service of a Public Water System thereon.

The Town is willing to accept as consideration for the physical connection of the WC Connection to the Town's Public Water System the Owner's WS Connection Costs, and for supplying such Potable Water to service the Park the fees outlined in this Agreement's Section 6, which shall be reflected in the Town's charges for services under this Agreement.

Also as part of this development of the Park, Owner is designing and constructing a new sewer force main system at their sole cost and expense that runs along the west side of and underneath First Avenue, within the City's right of way (the "FMSS"), at a point shown on SANITARY SEWAGE PLAN, dated April 25, 2025, as set forth in Exhibit C, Drawing Number C-111, note "NEW 4" TEE W/ PLUG VALVE – AND RESTRAINTS" (such area in Exhibit C, the "FMSS Project Site") which is expressly made part of this Agreement. The costs to construct, install and finance the FMSS is \$1,118,874.67, \$723,632.00 of which is on City property ("FMSS Costs").

Owner has provided copies of the FMSS Plans to the City and the City has reviewed the FMSS Plans and determined that the FMSS is suitable to accept Wastewater, defined below, from the Park.

Owner desires to receive Wastewater Treatment Services, defined below, from the City for the Park upon Substantial Completion of the FMSS, as defined below.

The City provides Wastewater Treatment Services, within and adjoining the property that constitutes the Park and has the FMSS Capacity to handle the Park's estimated FMSS Capacity, set forth below.

The City is willing to supply the Park with such Wastewater Treatment Services upon substantial completion of the FMSS and to continue supplying the Park with such wastewater treatment services thereon.

The City is willing to accept as consideration for the physical connection of the FMSS to the City's infrastructure the Owner's FMSS Costs, and for supplying such Wastewater Treatment Services to the Park the fees outlined in this Agreement's Section 7, which shall be reflected in the City's invoice to the Town for services provided to OPRHP under this Agreement. The Town shall provide such invoice to OPRHP, and OPRHP shall pay such invoice as defined in Sections 6 and 7 of this agreement.

Potable Water from the Town will be made Wastewater thru the Park; however, septic fields will also be constructed within the Park, so that only the part of the once Potable Water feeding the Quarry Lake Swimming Pavilion and its supporting structures will be later fed into the FMSS as Wastewater, and into the City's Wastewater Treatment Services.

Separate metering will be needed at or around the Quarry Lake Swimming Pavilion so as to more accurately monitor the flows of Potable Water and resulting Wastewater thru the Park.

The Parties have all respectively deemed the following to be an equitable manner to share such costs and operations.

NOW, THEREFORE,

In consideration of the promises and covenants contained in this Agreement, the Town, as authorized by the Municipal Home Rule Law and Code of the Town of Ulster, relevant portions attached to this Agreement as Exhibit D, the City, as authorized by the Municipal Home Rule Law and the City's Charter, relevant portions attached to this Agreement as Exhibit E, OPHRP, as authorized by the Parks, Recreation and Historic Preservation Law, and PIPC, as authorized by the Compact Between the State of New York and the State of New Jersey for the Creation of Palisades Interstate Park Commission and the continuance of Palisades Interstate Park and Statutes Authorizing Compact, understand and agree as follows:

Section 1. DEFINITIONS

Billing Period, notwithstanding Sections 6(D) and 7(D) of this Agreement, means the period commencing on the first day of January and ending on the thirty-first day of March, and the period commencing on the first day of April and ending on the thirtieth day of June, and the period commencing on the first day of July and ending on the thirtieth day of September, and the period commencing on the first of October and ending on the thirty-first day of December of the Billing Year.

Billing Year, notwithstanding Sections 6(D), 6(E) and 7(D) of this Agreement, means the period commencing on the first of January of a year and ending on the thirty-first of December of the same year.

Changes means any additions, deletions, replacements, extensions or modifications to the WS Connection or FMSS, which are approved by OPRHP and PIPC in their sole discretion and reviewed and approved by the applicable Town or City official, respectively.

City means the City of Kingston, as set forth first in the recitals.

City's Representative means City designates the following employee to serve as the City's Representative: City Engineer.

Day means calendar days unless otherwise stated.

Dispute means any claims, controversies, or disputes arising between the Parties with respect to the performance, obligations or rights of the Parties under this Agreement.

Event of Default means those events set forth in Section 12 of this Agreement.

Force Majeure Event means an event or effect that cannot be reasonably anticipate or controlled, that causes a delay in performance, including without limitation acts of God, acts of war, acts of public enemies, strikes, fires, explosions, epidemics, pandemics, actions of the elements, floods, rules, regulations or orders of any governmental authority affecting the Parties, or other similar causes beyond the control of the Parties, which reasonably prevents, when exercising due diligence, the performance of the Agreement. Neither the delay in making any payment due to a party, nor the failure or inability of any party hereunder to pay a sum of money, shall, in any instance, be deemed to be a Force Majeure Event.

FMSS means the force main sewer system located within the City's right of way as documented on Exhibit B, as set forth first in the recitals.

FMSS Capacity means the guaranteed minimum daily discharge of 5,250 gallons of Wastewater during the Park's peak operations from the first day of June to the last day of September, and the guaranteed minimum daily discharge of 150 gallons of Wastewater from the Park from the first day of May to the last day in May and the first day of October to the last day of October; the swimming pavilion in the Park is expected to be shut down from the first day in November to the last day of April and will not discharge Wastewater that requires the City's Wastewater Treatment Services.

FMSS Costs means the costs to construct, install and finance the FMSS, as first set forth in the recitals.

FMSS Plans mean the detailed maps, plans, and specifications, including submittals and shop drawings, relating to the construction and installation of the FMSS.

FMSS Project Site means that area within the City's right of way as indicated on Exhibit C in which the Project will take place.

FMSS Published Rate means the amount that is established as sewer charges for consumers outside the

limits of the City, subject to any applicable surcharge, as published and established by the City Council annually under the City of Kingston Fee Schedule, commonly referred to as the Sewer Use Fee Per Unit.

Initial Term has the meaning set forth in Section 2.

OAG means the Office of the New York State Attorney General.

OPRHP means the New York State Office of Parks, Recreation and Historic Preservation, as set forth first in the recitals.

OPRHP's Representative means OPRHP designates the following employee to serve as the OPRHP's Representative: Trevor Saks.

OSC means the New York State Office of the State Comptroller.

Owner means the State of New York Office of Parks, Recreation and Historic Preservation and Palisades Interstate Park Commission, collectively, as set forth first in the recitals.

Park means the Sojourner Truth State Park, the boundaries of which are set forth and described more fully in Exhibit A, as set forth first in the recitals.

PIPC means the Palisades Interstate Park Commission, as set forth first in the recitals.

Potable water means the water is safe to drink; it meets the requirements established by the New York Codes, Rules and Regulations, Title 10, Part 5, Subpart 5-1.

Public Water System, established by the New York Codes, Rules and Regulations, Title 10, Part 5, Subpart 5-1, means a community, noncommunity or nontransient noncommunity water system which provides water to the public for human consumption through pipes or other constructed conveyances, if such system has at least five service connections or regularly serves an average of at least 25 individuals daily at least 60 days out of the year. Such term includes:

(1) collection, treatment, storage and distribution facilities under control of the supplier of water of such system and used with such system; and

(2) collection or pretreatment storage facilities not under such control which are used with such system.

Quarterly Invoice means the written statement issued by the Town to OPRHP reflecting the charges due and owing for the provision of Potable Water and Wastewater Treatment Services to the Park each Billing Period in a Billing Year.

Renewal Period has the meaning set forth in Section 2.

Standard State Contract Terms means Appendix A, Standard Clauses for New York State Contracts, as may be amended from time to time, attached hereto as Appendix A.

State means the State of New York.

Substantial Completion of FMSS means the date on which the construction and installation of the FMSS is substantially completed such that the Owner may use the FMSS for its intended purpose, as determined in the sole discretion of OPRHP.

Substantial Completion of the WS Connection means the date on which the construction and installation of the WS Connection is substantially completed such that Owner may use the WS Connection for its intended purpose, as determined in the sole discretion of OPRHP.

Term has the meaning set forth in Section 2.

Town means the Town of Ulster, as set forth first in the recitals.

Town's Representative means the Town designates the following employee to serve as the Town's Representative: The Water Superintendent.

Wastewater means sanitary sewage, a combination of water-carried wastes from toilets, sinks, and shower drains in the Park, and to which stormwater, surface water and groundwater are not intentionally admitted.

Wastewater Treatment Services means the collecting, pumping, treating, and disposing of Wastewater at the City's wastewater treatment plants.

WS Capacity means the guaranteed minimum daily flow of 10,000 gallons of Potable Water to the Park during the Park's peak operations from the first day of June and the last day of September, and the guaranteed minimum daily flow of 1,100 gallons of Potable Water to the Park from the first day of May to the last day in May and the first day of October to the last day of October, and the guaranteed minimum daily flow of 1,000 gallons of Potable Water to the Park from the first day of November to the last day in April.

WS Connection means the necessary improvements that will run along and underneath Sojourner Truth Way to connect the Park to the Town's established Public Water System from Main Street, in the Town's right of way, as set forth first in the recitals.

WS Connection Costs means the costs to construct, install and finance the WS Connection, as first set forth in the recitals.

WS Connection Plans mean the detailed maps, plans, and specifications, including submittals and shop drawings, relating to the construction and installation of the WS Connection.

WS Project Site means the necessary improvements for WS Connection, as set forth first in the recitals.

WS Published Rate means the amount as water charges for consumers within the limits of the Town's East Kingston Water District, as published and established by the Town Board annually under the Town of Ulster Fee Schedule.

Section 2. TERM

This Agreement shall commence upon the date this Agreement has received approval under Section 18 from the OAG and OSC, whichever is later, and shall have an initial term of ten (10) years ("Initial Term"), unless sooner terminated by any Party under Section 13. After the Initial Term, this Agreement shall be renewable for two (2) successive terms of five (5) years (each a "Renewal Period") at the option of OPRHP, unless earlier terminated pursuant to Section 13, otherwise on the same terms and conditions. The Initial Period and each Renewal Period, if any, are collectively referred to in this Agreement as the "Term." See Section 14 of this Agreement for Supply After Expiration or Termination of Contract.

Section 3. REPRESENTATIONS

A. Representations of the Town.

1. The Town is a municipal corporation and political corporation of the State authorized to: 1) provide Potable Water to the Park, and 2) enter into this Agreement.
2. Upon commencement, this Agreement will be a legal, valid and binding obligation of the Town subject, as to its enforceability, to the provisions of the Federal Bankruptcy Code, insolvency laws of the State, and laws relating to the rights of creditors.
3. There is no litigation threatened, or to the knowledge of the Town without due diligence, pending to enjoin the Town from entering into this Agreement, or providing Potable water to

the Owner.

4. The Town makes no representation as to adequacy of the WS Capacity other than as set forth in the WS Connection Plans with respect to the needs, requirements and expectations for the Park or of the Owner.
5. The Town warrants that its Potable Water and Public Water System meet all regulatory requirements.

B. Representations of the City.

1. The City is a municipal corporation and political corporation of the State authorized to: 1) accept Wastewater generated at the Park, and 2) enter into this Agreement.
2. Upon commencement, this Agreement will be a legal, valid and binding obligation of the City subject, as to its enforceability, to the provisions of the Federal Bankruptcy Code, insolvency laws of the State, and laws relating to the rights of creditors.
3. There is no litigation threatened, or to the knowledge of the City without due diligence, pending to enjoin the City from entering into this Agreement, owning the FMSS, or receiving Wastewater from the Owner.
4. The City makes no representation as to adequacy of the FMSS Capacity other than as set forth in the FMSS Plans with respect to the needs, requirements and expectations for the Park or of the Owner.
5. The City warrants that its wastewater treatment facilities meet all regulatory requirements.

C. Representations of OPRHP.

1. OPRHP is an agency of the State, may contract in the name of the State, and may bind the State to the terms of this Agreement with the approval of OAG and OSC.
2. OPRHP has the power and authority to enter into this Agreement and upon its commencement, this Agreement is a legal, valid and binding obligation of OPRHP and the State subject to the Standard State Contract Terms and subject, as to its enforceability, to the provisions of the Federal Bankruptcy Code, insolvency laws of the State, and laws relating to the rights of creditors.
3. There is no litigation threatened, or, to the knowledge of OPRHP without due diligence, pending to enjoin OPRHP from entering into this Agreement and performing its obligations, including the obligation to pay amounts to the Town hereunder.
4. OPRHP makes no representation as to adequacy of the WS Connection or FMSS other than as set forth in the WS Connection Plans and FMSS Plans, respectively, with respect to the needs, requirements and expectations for the Park or of OPRHP.
5. OPRHP makes no representation as to adequacy of the WS Capacity or FMSS Capacity other than as set forth in the WS Connection Plans and FMSS Plans, respectively, with respect to the needs, requirements and expectations for the Park or of OPRHP.
6. OPRHP shall pay to the Town all charges set forth in this Agreement not the subject of a Dispute, within thirty (30) calendar days of receipt of the Quarterly Invoice as provided in State Finance Law Section 179-f.

D. Representations of PIPC.

1. PIPC is a joint corporate municipal instrumentality.
2. PIPC has the power and authority to enter into this Agreement and upon its commencement, this Agreement is a legal, valid and binding obligation of PIPC and subject to the Standard State Contract Terms and subject, as to its enforceability, to the provisions of the Federal Bankruptcy Code, insolvency laws of the State, and laws relating to the rights of creditors.
3. There is no litigation threatened, or, to the knowledge of PIPC without due diligence, pending to enjoin PIPC from entering into this Agreement and performing its obligations, including the obligation to pay amounts to OPRHP or Town hereunder.

4. PIPC makes no representation as to adequacy of the WS Connection or FMSS other than as set forth in the WS Connection Plans and FMSS Plans, respectively, with respect to the needs, requirements and expectations for the Park or of PIPC.
5. PIPC makes no representation as to adequacy of the WS Capacity or FMSS Capacity other than as set forth in the WS Connection Plans and FMSS Plans, respectively, with respect to the needs, requirements and expectations for the Park or of PIPC.
6. PIPC may contribute to the payment to the Town of all charges set forth in this Agreement not the subject of a Dispute, within thirty (30) days of receipt of the Quarterly Invoice.

Section 4. CONSTRUCTION OF THE WS CONNECTION

A. Owner Responsibility for the Project.

1. Owner has included the construction and installation of the WS Connection under a general contract for the overall construction of the Park.
2. Owner has caused its contractors, subcontractors and agents to obtain all necessary permits from the Town needed to implement the Project.
3. The WS Connection Plans will set forth the anticipated WS Capacity required for the Park.
4. Owner will use reasonable efforts to implement the WS Connection in accordance with the Plans.
5. Owner is solely responsible for the payment of all WS Connection Costs.
6. Owner reserves the right, in its sole discretion, to terminate or suspend the WS Connection or make Changes.
7. In the event Owner terminates the WS Connection before completion of the WS Connection, Owner has no obligation to pay to the Town any amount of damages, whether direct, indirect, special or consequential, or any amounts to complete the WS Connection, and Town is under no obligation to complete the WS Connection.
8. OPRHP will include in its general contract for the construction of the Park a provision obligating the general contractor, upon receipt of notice from OPRHP within one year of the contract's physical completion, to remedy all defects and pay for the cost of any damage resulting therefrom.

B. Permit to Access WS Project Site.

1. Upon commencement of this Agreement, OPRHP shall have access to the WS Project Site in order to oversee all the WS Connection as is necessary to fulfill its obligations under this Agreement.

C. Coordination with Town.

1. OPRHP's Representative provided copies of the WS Connection Plans to the Town for record keeping purposes.
2. OPRHP's Representative will keep the Town's Representative apprised of any Changes, providing copies of any modified WS Connection Plans to the Town.
3. Within five (5) business days of determining Substantial Completion of the WS Connection, OPRHP's Representative will notify the Town's Representative in writing of Substantial Completion of the WS Connection.
4. OPRHP's Representative will notify Town's Representative of the date and time of Substantial Completion of the WS Connection at least five (5) business days prior to the work being completed. The Town's Representative will provide to OPRHP's Representative the names of the individuals that will be required to inspect the connection to the Town's Public Water System, on the Town's behalf.

D. Liability of OPRHP and PIPC.

1. OPRHP and/or PIPC shall not be liable to Town, its agents, servants, contractors,

subcontractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of Town, its agents, vendors, invitees, and guests or any other person or to the WS Project Site, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the WS Project Site or any body of water within or adjacent to the WS Project Site, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of OPRHP and/or PIPC.

2. OPRHP and/or PIPC shall not be liable for any injury, loss or damage to Town, its agents, servants, contractors, sub-contractors, vendors, invitees and guests, or to any person happening on, in or about the WS Project Site or its appurtenances, nor for any injury or damage to the WS Project Site or to any property belonging to Town, its agents, servants, contractors, sub-contractors, vendors, invitees and guests, or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the WS Project Site, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the WS Project Site, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of OPRHP and/or PIPC.

Section 5. CONSTRUCTION OF THE FMSS

A. Owner Responsibility for the Project.

1. Owner has included the construction and installation of the FMSS under a general contract for the overall construction of the Park.
2. Owner has caused its contractors, subcontractors and agents to obtain all necessary permits from the City needed to implement the FMSS.
3. The FMSS Plans will set forth the anticipated FMSS Capacity required for the Park.
4. Owner will use reasonable efforts to implement the FMSS in accordance with the FMSS Plans.
5. Owner is solely responsible for the payment of all FMSS Costs.
6. Owner reserves the right, in its sole discretion, to terminate or suspend the FMSS or make Changes.
7. In the event Owner terminates the FMSS before completion of the FMSS, Owner has no obligation to pay to the City any amount of damages, whether direct, indirect, special or consequential, or any amounts to complete the FMSS, and City is under no obligation to complete the FMSS.
8. OPRHP will include in its general contract for the construction of the Park a provision obligating the general contractor, upon receipt of notice from OPRHP within one year of the contract's physical completion, to remedy all defects and pay for the cost of any damage resulting therefrom.

B. Permit to Access Project Site.

1. Upon commencement of this Agreement, OPRHP shall have access to the FMSS Project Site in order to oversee all the FMSS as is necessary to fulfill its obligations under this Agreement

C. Coordination with City.

1. OPRHP's Representative has provided copies of the FMSS Plans to the City for record keeping purposes.

2. ORPHP's Representative will keep the City's Representative apprised of any Changes, providing copies of any modified FMSS Plans to the City.
 3. Within five (5) business days of determining Substantial Completion of the FMSS, ORPHP's Representative will notify the City's Representative in writing of Substantial Completion of the FMSS.
 4. ORPHP's Representative will notify City's Representative of the date and time of the final pressure test on the FMSS and the City's engineer may attend such testing.
- D. Liability of OPRHP and PIPC.**

1. OPRHP and/or PIPC shall not be liable to City, its agents, servants, contractors, subcontractors, vendors, invitees and guests, or any other person, for any failure of water supply, gas supply or electric current, nor for any injury or damage to any property of City, its agents, vendors, invitees, and guests or any other person or to the FMSS Project Site, caused by or resulting from spill or release of gasoline, oil, steam, gas, or electricity, or caused by leakage of any substance from pipes, appliances, sewers or plumbing works, or caused by hurricane, flood, tornado, wind or similar storm or disturbance, or caused by water, rain or snow that may leak or flow from the street, sewers or subsurface areas, or from any part of the FMSS Project Site or any body of water within or adjacent to the FMSS Project Site, or caused by any public or quasi-public work, unless, and only to the extent of the proportion by which any such injury, loss or damage is determined to be caused by the negligence of OPRHP and/or PIPC.
2. OPRHP and/or PIPC shall not be liable for any injury, loss or damage to City, its agents, servants, contractors, sub-contractors, vendors, invitees and guests, or to any person happening on, in or about the FMSS Project Site or its appurtenances, nor for any injury or damage to the FMSS Project Site or to any property belonging to City, its agents, servants, contractors, sub-contractors, vendors, invitees and guests, or to any other person, that may be caused by fire, theft, breakage, vandalism or any other use or misuse or abuse of any portion of the FMSS Project Site, including but not limited to any common areas, sidewalks, roads, or water in or adjacent to the FMSS Project Site, or that may arise from any other cause whatsoever, unless, and only to the extent of the proportion of which any such injury, loss or damage is determined to be caused by the negligence of OPRHP and/or PIPC.

E. Ownership of FMSS

1. Owner shall retain ownership of the FMSS upon expiration of this agreement under Section 2 or termination of this agreement under Section 13.

Section 6. TOWN SERVICES TO BE PROVIDED AND CHARGES FOR SERVICES

- A. After receipt of notice of Substantial Completion of the WS Connection from OPRHP, the Town agrees to provide to the Park and OPRHP agrees to accept from the Town's Public Water System Potable Water at the WS Capacity for the Term of this Agreement at the WS Published Rate.
- B. The rates established under this Section 6(A) shall be based upon the volume of Potable Water from the Town as measured by a metering device at the point of entry of the Potable Water into the Park, at a point shown on WATER MAIN PLAN, dated April 25, 2025, as set forth in Exhibit B, Drawing Number C-112, note "3" RPZ Hot Box (See Detail #1 / C-504)".
- C. All rate adjustments other than the WS Published Rate shall be in the form of a contract amendment, subject to approval by OSC.
 1. Town will notify OPRHP in writing of any proposed rate adjustment other than the WS Published Rate at least sixty days in advance of the proposed effective date of such rate adjustment. Such written notification must explain and justify the need for a rate adjustment. OPRHP must consent to all rate adjustments in writing, such consent not to

- be unreasonably withheld.
2. OPRHP will prepare for counter signature a contract amendment for submission to OSC and deliver it to Town within fifteen (15) days of receiving the written rate adjustment proposal with the required written justification/explanation. Once executed by both OPRHP and Town, OPRHP shall submit such contract amendment, including the Town's written justification for the rate adjustment to OSC for approval.
 3. Town will provide to OPRHP any supporting documentation as may be requested from OPRHP or OSC during the contract amendment review.
 4. OPRHP will notify Town in writing once OSC has approved the contract amendment.
- D. The Town shall issue to OPRHP a Quarterly Invoice due thirty days from receipt for the preceding Billing Period and each succeeding Billing Period during the Billing Year. The first Billing Period will commence from the point of notice to the Town for the Substantial Completion of the WS Connection to the first Quarterly Invoice.
- E. The Town shall act as billing and collection agent for all wastewater treatment fees chargeable to the Owner by the City, and shall enter into a payment agreement with the City for the City's wastewater treatment of the Park's wastewater. Such agreement between the City and Town to be provided to Owner upon execution of such agreement.
1. The agreement shall establish that the Town shall provide the City with a quarterly reading of the metering device described in Section 7(B), and the City shall provide an invoice to the Town. Such quarterly periods shall be January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31.
 2. In the Town's Quarterly Invoice to OPRHP as described in Section 6(D), the Town shall include, as a separate line item, the wastewater treatment rate charged by the City for its services, and the total amount due by OPRHP for such services.
 3. OPRHP shall pay the Town such wastewater treatment fees as represented to the Town by the City, and the Town shall use such funds for payment to the City for the wastewater treatment for the Billing Period.
- F. The Town explicitly acknowledges State Finance Law Article XI-a, Interest Payments on Certain Amounts Owed by State, and that the State will not pay assessed late fees for an invoice under thirty days of receipt. Notwithstanding the foregoing, OPRHP will pay the Quarterly invoice within thirty days of receipt.
- Billings from the Town shall be used for deriving revenues for financing and maintaining the Public Water System. The funds derived from these charges shall be used for all municipal expenses associated with constructing, improving or maintaining a Public Water System, including engineering, planning, construction, reconstruction and/or maintenance of buildings, structures, fixtures, water mains, machinery, equipment and apparatus, facilities and additions thereto, including pumping stations, extensions, enlargement, replacement or additions to the Public Water System or the preliminary or other studies and surveys relative thereto, and for the acquisition of land or rights-of-way for any of the capital improvements.

Section 7. CITY SERVICES TO BE PROVIDED AND CHARGES FOR SERVICES

- A. After receipt of notice of Substantial Completion of the FMSS from OPRHP, the City agrees to accept from OPRHP the Park's Wastewater and the City will provide necessary Wastewater Treatment Services at the FMSS Capacity for the Term of this Agreement at a rate not to exceed the FMSS Published Rate plus a 50% surcharge, the Park being equated to 13.37 Units.
- B. The rates established under this Section 7(A) shall be based upon the volume of Wastewater from the Park as measured by a metering device at the point of entry of the wastewater into the City's sanitary sewer at a point shown on WATER MAIN PLAN, dated April 25, 2025, as set forth in Exhibit B, Drawing

Number C-112, source of water supply to the swimming pavilion (sub-meter) as shown on Sheet C-112 WATER MAIN PLAN – near Note: “ 3” WATER SERVICE CONNECTION FOR SWIMMING PAVILION, 90 LF”.

- C. The City and Town will enter into a payment agreement for the City’s wastewater treatment of the Park’s wastewater as specified in Section 6(E); wherein the Town shall act as billing and collection agent for all wastewater treatment of the Park’s wastewater. Such agreement between the City and Town to be provided to Owner upon execution of such agreement.
1. The agreement shall establish that the Town shall provide the City with a quarterly reading of the metering device described in Section 7(B), and the City shall provide an invoice to the Town. Such quarterly periods shall be January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31.
 2. In the Town’s Quarterly Invoice to OPRHP as described in Section 6(D), the Town shall include, as a separate line item, the wastewater treatment rate charged by the City for its services, and the total amount due by OPRHP for such services.
 3. OPRHP shall pay the Town such wastewater treatment fees as represented to the Town by the City, and the Town shall use such funds for payment to the City for the wastewater treatment for the Billing Period.
 4. OPRHP agrees that the City shall charge a rate equal to the FMSS Published Rate plus a 50% surcharge, consistent with similar agreements entered into by the City for treatment of wastewater originating outside of City limits.
- D. All rate adjustments other than the FMSS Published Rate shall be in the form of a contract amendment, subject to approval by OSC.
1. City will notify OPRHP in writing of any proposed rate adjustment other than the FMSS Published Rate at least sixty days in advance of the proposed effective date of such rate adjustment. Such written notification must explain and justify the need for a rate adjustment. OPRHP must consent to all rate adjustments in writing, such consent not to be unreasonably withheld. All such rate adjustments shall take effect only after approval from OSC.
 2. OPRHP will prepare for counter signature a contract amendment for submission to OSC and deliver it to City within fifteen (15) days of receiving the written rate adjustment proposal with the required written justification/explanation. Once executed by both OPRHP and City, OPRHP shall submit such contract amendment, including the City’s written justification for the rate adjustment to OSC for approval.
 3. City will provide to OPRHP any supporting documentation that may be requested from OPRHP or OSC during the contract amendment review.
 4. OPRHP will notify City in writing once OSC has approved the contract amendment.

Section 8. METERING

- A. The Town shall install, maintain, repair and replace at its sole expense such meters as approved by the Town to accurately measure the amount of Potable Water accepted by the Park. OPRHP shall install, maintain, repair, and replace at its sole expense such submeter as approved by the Town to accurately measure the amount of Wastewater discharged by the Park, respectively.
- B. If the meters are not functioning properly or accurately, the Town should put OPRHP and the City on notice within a reasonable timeframe, but no more than 30 days of discovery of the non-functioning meter.
- C. If the meters are not functioning properly or accurately, the Town may use any reasonable method to estimate the volume of Potable Water accepted by the Park, including records of

- Potable Water by similarly sized premises offering comparable levels of services, or the previous year's usage of Potable Water by the Park once such record is established, and the volume of Wastewater discharged by the Park, including records of Wastewater by similarly sized premises offering comparable levels of services, or the previous year's discharge of Wastewater by the Park once such record is established.
- D. OPRHP may at its sole cost and expense have the meters tested annually for accuracy. OPRHP will provide the Town with copies of any test results, if requested.

Section 9. SURCHARGES FOR EXCESS USE

The Town or City may assess a surcharge for excess use. In the event that the Town or City determines and can substantiate on reasonable evidence, acceptable to both OPRHP and OSC, that OPRHP has exceeded its WS Capacity or FMSS Capacity, the Town or City may impose a surcharge not to exceed one and five hundredths (1.05) times the rate applicable under Section 6 or 7 of this Agreement for all Potable Water accepted in excess of the WS Capacity or Wastewater discharged in excess of the FMSS Capacity, respectively.

Section 10. QUARTERLY INVOICES

- A. The Town shall provide complete and accurate Quarterly Invoices to receive payment.
1. To be complete and accurate, such Quarterly Invoices shall be itemized by volume of consumption, the billable rate per unit, and the product/subtotal. FMSS Wastewater Treatment Fees and any other applicable fees will be clearly delineated from the aforesaid.
- B. Quarterly Invoices submitted to the OPRHP must contain all information and any supporting documentation OPRHP and OSC may request to process payment. OPRHP explicitly retains the right to request further itemization at the present time moving forward, or reasonable explanation of any billing invoice within the seven-year record retention period.
- C. Payment for invoices submitted by the Town shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of OPRHP, in the Commissioner of OPRHP's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices.
1. The Town shall comply with OSC's procedures to authorize electronic payments. Authorization forms are available at OSC's website at www.osc.state.ny.us, by email at HelpDesk@sfs.ny.gov, with additional instruction available at <https://www.osc.ny.gov/state-vendors/portal/update-vendor-information-and-access>, or by telephone at (518) 457-7737 or toll free (877) 737-4185.
2. The Town acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the OSC's electronic payment procedures, except where the Commissioner of OPRHP has expressly authorized payment by paper check as set forth above.
3. The Town shall be responsible for updating their profile in the Statewide Financial System of New York, specifically indicating addresses and other relevant information for payment.
4. Notwithstanding its own negligence or an intentional act, OPRHP will not be responsible for paying interest or late fee on a payment otherwise processed by the State timely.

Section 11. LATE PAYMENT

Interest on late payment may be made in accordance with State Finance Law Section 179-m and Part 19 of Title 2 of the New York Codes, Rules and Regulations.

Section 12. EVENT OF DEFAULT

- A. The occurrence of any of the following events is defined as, and declared to be and to constitute, an Event of Default under this Agreement:
1. Failure by Owner to pay the Town any charges when due under the terms of this Agreement, and the continuation of such failure for a period of ten (10) days or more after the Town has given written notice of such default to Owner.
 2. Failure by Owner to observe or perform any other of its covenants, agreements or obligations under this Agreement, with the exception of its failure to pay the Town under the immediately preceding paragraph 1, and the continuation of such failure for a period of thirty (30) days after the Town or City gives written notice of such failure to Owner; provided that if such failure is other than a failure with respect to the payment and is of such nature that it can be corrected but not in the applicable period set forth for correction, such failure shall not constitute an Event of Default so long as Owner institutes curative action reasonably acceptable to the Town or City in its sole discretion.
 3. Failure by the Town or City to provide the Potable Water or Wastewater Treatment Services, respectively, when such failure is not the result of a Force Majeure Event and the continuation of such failure for a period of five (5) days or more after Owner has given written notice of such default to Town or City; provided that temporary loss of service to make emergency repairs or a minimal disruption in service to address scheduled maintenance work and for which Town or City has provided OPRHP with advance notice shall not constitute an Event of Default under this Section 12.
 4. Failure by Town or City to observe or perform any of its other covenants, agreements or obligations under this Agreement, with the exception of its failure to provide services under the immediately preceding paragraph 3, and the continuation of such failure for a period of thirty (30) days after the Owner gives written notice of such failure to the Town or City; provided that if such failure is other than a failure to provide services and is of such nature that it can be corrected but not in the applicable period set forth for correction, such failure shall not constitute an Event of Default so long as Town or City institutes curative action reasonably acceptable to Owner in its sole discretion.
- B. Notwithstanding the foregoing, except for payment of charges due the Town from Owner, no Party shall be liable for delays in performance reasonably beyond the control of each, but the Parties, as the case may be, shall each use all reasonable efforts to mitigate and remediate any such delay. This Section shall not apply to the requirements and timeframes set forth for payment by OPRHP.
- C. Upon the occurrence and continuation of an Event of Default, the Parties may pursue any available remedy to enforce their rights under this Agreement or the observance and performance of any covenant, agreement and obligation of the Parties under this Agreement.

Section 13. TERMINATION

- A. Subject to any contrary provisions in this Agreement, this Agreement may be terminated pursuant to this Section 13 in the following manner:
1. Voluntary Termination. This Agreement may be terminated upon the mutual written consent and approval of the Parties.
 2. Termination for Cause. Any party may terminate this Agreement if another party commits an Event of Default.

- a. In the event of termination of this Agreement by Town or City for cause because of an Event of Default, Town or City shall not be required to perform any further services under this Agreement and may take measures necessary to effectuate the termination of service.
 - b. Nothing in this Section 13 shall preclude any claim by any Party against another for damages or equitable remedies caused by a breach of this Agreement.
 - c. Nothing in this Section 13 shall preclude a claim by any Party against another party for damages or equitable remedies caused by a wrongful termination of Agreement.
3. Termination for Convenience. OPRHP may terminate this Agreement at any time upon delivery of sixty (60) days written notice or other longer period as specified by the written notice, without penalty or other early termination charges due for the convenience of the State. If OPRHP terminates the contract for convenience, then OPRHP shall remain liable for all accrued but unpaid charges through the effective date of the termination.
 4. Rights Upon Termination. In the event of any termination, regardless of fault, if such termination occurs prior to the Substantial Completion of the WS Connection or the Substantial Completion of the FMSS, then Owner shall retain title to and property interest in the WS Connection and FMSS and Owner shall seek the permission and/or right to continue to use the WS Project Site or FMSS Project Site, and if necessary, such permission or grant of right shall not be unreasonably withheld or conditioned by the Town or City, respectively. In the event of any termination, regardless of fault, if such termination occurs after the Substantial Completion of the WS Connection or the Substantial Completion of the FMSS, or expiration of this Agreement, then Owner shall retain title to and property interest in the WS Connection and FMSS, but nothing in this Agreement shall prohibit the Town or the City from acquiring title and property interest in the WS Connection or FMSS, respectively, from the Owner. So long as the Owner retains title and property interest in the FMSS, the City has no responsibilities under New York State's Protection of Underground Facilities Law – Public Service Law §119-B nor Part 753 of Title 16 of the New York Code, Rules, and Regulations (UDigNY).
 5. No Election of Remedies. Subject to any contrary provision in this Agreement, an election to pursue damages or to pursue specific performance of this Agreement or other equitable remedies while this Agreement remains in effect shall not preclude the injured party from providing notice of termination pursuant to this Section 13.

Section 14. SUPPLY AFTER EXPIRATION OR TERMINATION OF CONTRACT

- A. Upon the expiration of this Agreement under Section 2 or termination under Section 13, Owner will be entitled to receive Potable Water and/or Wastewater Treatment Services from the Town or City as a customer of the Town or City upon such terms and conditions as may be agreed upon between the Town and Owner, or City and Owner.
- B. Owner's obligation to continue to pay charges set forth in this Agreement shall continue after termination of this Agreement if the Town or City continue to provide Potable Water or Wastewater Treatment Services, respectively.

Section 15. SAVINGS/FORCE MAJEURE

- A. Parties shall be excused for delays in performance to the extent the same result from a Force Majeure Event.

- B. The affected Party shall provide the other Parties with written notice of any Force Majeure Event as soon as the delay is known and provide the other Parties with a written contingency plan to address the Force Majeure Event. Furthermore, the affected Party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond thirty (30) days, the Parties to this Agreement shall jointly decide on an appropriate course of action that will permit fulfillment of the Parties' objectives under this Agreement.

Section 16. RESOLUTION OF DISPUTES

- A. Up to the date of Substantial Completion of the WS Connection or Substantial Completion of the FMSS:
1. the Parties agree that they will attempt first to resolve any Disputes amongst the Parties through informal discussions between OPRHP's Representative and the Town and/or City's Representative upon receipt of written notice of the Dispute from the aggrieved Party to the other Parties.
 2. If OPRHP's Representative and the Town and/or City's Representative are unable to resolve such Dispute within fourteen (14) days of such notice, then the Parties shall submit the dispute to the OPRHP's Deputy Commissioner for Capital, whose decision on the dispute will be final and binding.
- B. After the date of Substantial Completion of the WS Connection or Substantial Completion of the FMSS:
1. The Parties agree that they will attempt first to resolve any Disputes through informal discussions between representatives of OPRHP and of the Town and/or City upon receipt of written notice of the Dispute pursuant to the procedure set forth for notices under this Agreement from the aggrieved Party to the other Parties.
 2. Upon receipt of such notice, the aggrieved Party shall schedule a conference to be held within ten (10) business days of the date of the notice and shall provide all necessary documentation setting forth the nature of the dispute and its requested remedy to the other parties within five (5) business days of the scheduled conference.
 3. After such conference is held, all unresolved Disputes will be resolved by the Commissioner of OPRHP, or their designee, whose decision shall be final and binding.
- C. Notwithstanding the foregoing, this Section 14 shall not be construed to prevent any party from seeking and obtaining temporary equitable remedies, including injunctive relief or pursuing all remedies available at law or under this Agreement.

Section 17. AMENDMENTS

The Parties may amend this Agreement only in writing. Such amendments shall only take effect upon approval of OSC. OPRHP's WS Capacity and FMSS Capacity may only be increased or reduced by amending the Agreement pursuant to this Section 17. Such increase or reduction in WS Capacity and FMSS Capacity must be based upon experience and current engineering practices, substantiated on reasonable evidence, acceptable to both OPRHP and OSC.

Section 18. APPROVALS

This Agreement shall become effective, binding and enforceable upon its execution by all Parties, and upon its approval by the OAG and OSC.

Section 19. MISCELLANEOUS

- A. **Standard Clauses for New York State Contracts.** Attached and made expressly a part of this

Agreement as Appendix A is Standard Clauses for New York State Contracts, as may be amended from time to time. Any inconsistency in or conflict among the provisions of this Agreement or the provisions within Appendix shall be resolved by giving precedence to the provisions in the Standard Clauses for New York State Contracts.

- B. Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement and expressly made a part of it.
- C. Incorporation of Exhibits.** All exhibits identified in and attached to this Agreement are expressly made a part of this Agreement as if set forth in this Agreement in full.
- D. Compliance.** The Town and City shall comply with all Federal, State and City statutes, ordinances, and regulations applicable to the performances of the Town and City's services under this Agreement.
- E. Entire Agreement.** This Agreement embodies the entire understanding and agreement between the Parties, and there are no other agreements and understandings, oral or written, with references to the subject matter hereof that are not merged herein and superseded hereby.
- F. Modification.** No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto.
- G. Waiver.** No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants, or conditions of this Agreement.
- H. Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York.
- I. Notices.** Each party shall deliver all notices, requests, demands and other communications (each, a "Notice") that are required or permitted to be given under this Agreement in writing and addressed to the other party at its address set out below or to any other address that the receiving party may designate from time to time in accordance with this Section. Each party shall deliver all Notices by personal delivery, expedited delivery service, certified or registered mail (return receipt requested), or email.

Such Notice shall be addressed as follows or to such different address as the Parties may designate from time to time:

<u>To OPRHP</u>	<u>To PIPC</u>
Name: Trevor Saksa	Name: Joshua Laird
Title: Project Manager	Title: Executive Director
Address: 9 Old Post Road Staatsburg, New York 12580	Address: 3006 Seven Lakes Drive PO Box 427 Bear Mountain, New York 10911-0427
Telephone Number: 845-889-3851	Telephone Number: 845-786-2701
Email Address: trevor.saksa@parks.ny.gov	Email Address: LairdJ@pipc.org
<u>To Town</u>	<u>To City</u>
Title: Water Superintendent	Title: City Engineer
Address: 1 Town Hall Drive, Lake Katrine, NY 12449	Address: 420 Broadway Kingston, NY 12401
Telephone Number: 845-382-2434	Telephone Number: (845) 334-3967
Email Address: watersewer@townofulster.ny.gov	Email Address: jschultheis@kingston-ny.gov

With Copy to:	With Copy to:
Title: Town Supervisor	Title: Mayor
Address: 1 Town Hall Drive Lake Katrine, NY 12449	Address: 420 Broadway Kingston, NY 12401
Telephone Number: 845-382-2675	Telephone Number: 845-334-3902
Email Address: ulstersupervisor@townofulster.ny.gov	Email Address: snoble@kingston-ny.gov
	Title: Office of Corporation Counsel
	Address: 420 Broadway Kingston, NY 12401
	Telephone: 845-334-3947
	Email Address: rmantello@kingston-ny.gov

A Notice is effective at the time of personal delivery, or in the case of expedited delivery service or delivery by certified or registered mail, as of the date of the first attempted delivery at the address and in the manner provided pursuant to this Agreement, or in the case of email, upon receipt, provided such Notice complies with the requirements of this Section.

The Parties may specify, from time to time, any new or different address or different representative for purposes of receiving Notices under this Agreement by sending written notice to the other Parties pursuant to the requirements of this Section.

- J. **Headings.** All headings and titles set out in this Agreement are for convenience only and impose no limitations on the provisions of this Agreement.
- K. **Interpretation.** Unless the context indicates otherwise, words imparting the singular number include the plural number and vice versa, the terms "hereof," "herein," "hereunder," and similar terms refer to the Agreement; and the term "hereafter" means after the date of the Agreement and the term "heretofore" means before the date of the Agreement. Words of any gender include correlative words of the other gender unless context indicates otherwise.
- L. **Counterparts.** This Agreement may be executed in one or more copies and in one or more counterparts each of which will be considered an original but all of which are a singular Agreement.
- M. **Severability.** In the event any section, subsection, provision or portion of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of this Agreement will continue in full force and effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, State of New York
Qualified in County of:
My Commission Expires:

Approved as to form this _____ day
of _____, 2026

THOMAS DINAPOLI
State Comptroller

LETITIA JAMES
Attorney General

By: _____
Title:

By: _____
Title:

THE TOWN OF ULSTER

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF ULSTER)

) ss.:

On this _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

THE CITY OF KINGSTON

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)

COUNTY OF ULSTER)

) ss.:

On this _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

THE PALISADES INTERSTATE PARK COMMISSION

By: _____

Name: _____

Title: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF ULSTER)

On this _____ day of _____, in the year 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Appendices

Appendix A STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

Exhibits

- Exhibit A Sojourner Truth State Park – Deed/Boundaries Description**
- Exhibit B WS Connection – Points of Connection and Metering Locations**
- Exhibit C FMSS – Points of Connection and Metering Locations**
- Exhibit D Town of Ulster – (relevant portions of the Town’s) Code of the Town of Ulster**
- Exhibit E City of Kingston – (relevant portions of the City’s) Charter and General Legislation**

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the

Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of

Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way

adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major

repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient.

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development

Division for Small Business and Technology
Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: <mailto:mwbebusinessdev@esd.ny.gov>
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if

their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the

certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the

Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Exhibit A

Sojourner Truth State Park – Deed/Boundaries Description



ULSTER COUNTY – STATE OF NEW YORK
NINA POSTUPACK, COUNTY CLERK
244 FAIR STREET, KINGSTON, NEW YORK 12401

COUNTY CLERK'S RECORDING PAGE

THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH



BOOK/PAGE: 7021 / 140
INSTRUMENT #: 2022-4176

Receipt#: 2022017078
Clerk: CB
Rec Date: 03/07/2022 02:19:33 PM
Doc Grp: D
Descrip: DEED
Num Pgs: 10
Rec'd Frm: OFFICE OF PARKS
RECREATION&HISTORIC PRESERVATION

Party1: QUARRY WATERS LLC
Party2: PALISADES INTERSTATE PARK
COMMISSION
Town: KINGSTON CITY

Recording:

Cover Page	0.00
Recording Fee	0.00
Cultural Ed	0.00
Records Management - Coun	0.00
Records Management - Stat	0.00
TP584	0.00
RP5217 - County	0.00
RP5217 All others - State	0.00

Sub Total: 0.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 0.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
Transfer Tax #: 4223
Exempt
Consideration: 765000.00

Total: 0.00

Record and Return To:

MR ROBERT F MCCUNE
REAL ESTATE SPECIALIST 1
OFFICE OF PARKS RECREATION & HISTORIC
PRESERVATION
ALBANY NY 12238

WARNING***
*** Information may be amended during the verification
process, and may not be reflected on this cover page.

THIS PAGE CONSTITUTES THE CLERK'S
ENDORSEMENT, REQUIRED BY SECTION 316-a (5)
& 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK.

Nina Postupack
Nina Postupack
Ulster County Clerk

8
m:00

✓ Proceeding 5942
Office of Parks, Recreation and
Historic Preservation
Palisades Region
Hudson Cliffs State Park
Ulster County
Project No. 08-986

DEED

This DEED, made the 15 day of February, 2022, between
QUARRY WATERS, LLC, a limited liability company organized under the laws of the
State of New York, having its principal office at One Civic Center Plaza, Suite 200,
Poughkeepsie, New York 12601, hereinafter Grantor, and

PALISADES INTERSTATE PARK COMMISSION, a body politic and corporate,
established by Compact between the States of New York and New Jersey and approved by the
Congress of the United States, having its place of business at the Administration Building, Bear
Mountain, County of Rockland, State of New York 10911-0427, Grantee,

WITNESSETH, that the Grantor, in consideration of SEVEN HUNDRED SIXTY-FIVE
THOUSAND and NO/100 DOLLARS (\$765,000.00), lawful money of the United States, paid
by the Grantee, does hereby grant and release unto the Grantee, its successors and assigns
forever,

ALL THAT PIECE OR PARCEL OF LAND situate in the City of Kingston, County of
Ulster and State of New York, being on the east side of North Street, now abandoned, being
bounded and described as follows:

BEGINNING at a set iron bar on the easterly side of North Street said point also being on
the corporate boundary line between lands of the Town of Ulster and City of Kingston and also
being the northwesterly corner of lands of Quarry Waters, LLC (Liber 6631 - Page 50), formerly
Tifcon Materials Inc., and running:

- 1) thence along the southerly line of other lands of Quarry Waters LLC (Liber 6508 – Page 334) and the corporate boundary line and passing over several set iron bars on line North $66^{\circ} 30' 50''$ East 824.58 feet to a point in the Hudson River;
- 2) thence down and through the Hudson River and along the westerly boundary of water grants to C.H. Schultz dated October 20, 1877 and Alva Staples dated July 14, 1881, thence following courses and distances: South $19^{\circ} 58' 20''$ West 95.51 feet to a point;
- 3) thence South $19^{\circ} 59' 20''$ West 500.00 feet to a point;
- 4) thence South $79^{\circ} 50' 40''$ East 30.00 feet to a point;
- 5) thence South $18^{\circ} 14' 20''$ West 542.88 feet to a point at the southeasterly corner of lands of Quarry Waters, LLC (Liber 6631 – Page 50), formerly Tilcon Materials Inc;
- 6) thence leaving the Hudson River passing over a set bar on line and running along the northerly line of other lands of Quarry Waters, LLC (Liber 6508 – Page 334) North $89^{\circ} 50' 33''$ West 438.33 feet to a set iron bar;
- 7) thence along the easterly line of other lands of Quarry Waters, LLC (Liber 6508 – Page 334) and passing over several set iron bars North $0^{\circ} 09' 20''$ East 461.36 feet to a set iron bar;
- 8) thence North $15^{\circ} 57' 59''$ West 70.72 feet to a set iron bar on the easterly side of North Street;
- 9) thence along the easterly side of North Street the following courses and distances: North $15^{\circ} 18' 43''$ East 106.57 feet to a set iron bar;
- 10) thence North $7^{\circ} 42' 15''$ East 119.66 feet to the place of BEGINNING.

CONTAINING 11.922 Acres

All bearings are referred to Grid North New York (East Zone) Plane Coordinate System.

The above-described premises include portion of lands under water in a water grant given to C.H. Schultz on October 20, 1877 and to Alva Staples on July 14, 1881.

TOGETHER WITH an easement and right-of-way reserved to Quarry Waters, LLC, through lands now or formerly of Quarry Waters, LLC and a portion of lands conveyed by Quarry Waters, LLC to Samuel W. Watson III as described in Liber 6726 of Deeds at Page 179, being more particularly bounded and described as Exhibit "B" in Liber 4109 of Deeds at Page 30, being described as follows:

BEGINNING at a point on the Westerly side of First Avenue, said point being South $01^{\circ} 19' 55''$ East, 8.08 feet from the Northwesterly corner of lands currently owned by Quarry Waters, LLC (Liber 6631 – Page 50), formerly Tilcon Minerals, Inc., and running:

- 1) thence from said point of beginning through the lands currently owned by Quarry Waters, LLC (Liber 6631 – Page 50), formerly Tilcon Minerals, Inc. the following courses and distances: South $80^{\circ} 30' 14''$ East, 346.13 feet to a point;
- 2) thence South $87^{\circ} 01' 05''$ East, 266.77 feet to a point;
- 3) thence North $85^{\circ} 34' 00''$ East, 59.82 feet to a point;

- 4) thence North 72° 45' 37" East, 95.29 feet to a point;
- 5) thence North 73° 44' 24" East, 43.33 feet to a point;
- 6) thence North 70° 59' 35" East, 124.69 feet to a point;
- 7) thence Easterly on a curve to the right having a radius of 180.00 feet, 134.16 feet to a point;
- 8) thence South 66° 18' 10" East, 26.41 feet to a point;
- 9) thence South 54° 11' 25" East, 55.86 feet to a point;
- 10) thence South 31° 35' 30" East, 60.30 feet to a point;
- 11) thence South 20° 14' 08" East, 109.03 feet to a point;
- 12) thence South 4° 18' 58" East, 144.47 feet to a point;
- 13) thence South 15° 23' 23" East, 29.35 feet to a point;
- 14) thence South 36° 19' 10" East, 116.16 feet to a point;
- 15) thence South 48° 51' 19" East, 21.52 feet to a point;
- 16) thence South 30° 45' 38" East, 31.29 feet to a point;
- 17) thence South 18° 34' 19" East, 51.25 feet to a point;
- 18) thence Southeasterly on a curve to the right having a radius of 230.00 feet, 82.26 feet to a point;
- 19) thence South 1° 55' 17" West, 400.25 feet to a point on the Northerly line of a 7.001-acre parcel of land of Quarry Waters, LLC (Liber 6631 – Page 50), formerly Tilcon Minerals, Inc.;
- 20) thence along the Northerly line of said 7.001-acre parcel South 66° 21' 30" West, 66.51 feet to a point;
- 21) thence continuing through lands of Quarry Waters, LLC (Liber 6631 – Page 50), formerly Tilcon Minerals, Inc. the following courses and distances: North 1° 55' 17" East, 428.96 feet to a point;
- 22) thence Northwesterly on a curve to the left having a radius of 170.00 feet, 120.15 feet to a point;
- 23) thence North 38° 34' 29" West, 113.99 feet to a point;
- 24) thence Northerly on a curve to the right having a radius 175.00 feet, 75.13 feet to a point;
- 25) thence North 13° 58' 31" West, 162.11 feet to a point;
- 26) thence North 4° 35' 08" West, 55.92 feet to a point;
- 27) thence Northwesterly on a curve to left having a radius of 115.00 feet, 209.45 feet to a point;
- 28) thence South 71° 03' 37" West, 287.35 feet to a point;
- 29) thence South 74° 06' 49" West, 43.47 feet to a point;
- 30) thence North 88° 23' 39" West, 108.11 feet to a point;
- 31) thence North 86° 59' 51" West, 109.68 feet to a point;
- 32) thence North 81° 46' 15" West, 57.21 feet to a point;
- 33) thence North 70° 31' 27" West, 52.33 feet to a point;
- 34) thence North 80° 15' 39" West, 312.87 feet to a point on the Easterly side of First Avenue;
- 35) thence along the Easterly side of First Avenue North 9° 57' 12" East, 40.92 feet to a point;

36) thence North 1° 19' 55" West, 19.44 feet to the place of beginning.

ABOVE EASEMENT CONTAINING 3.278 Acres.

All bearings are referred to Grid North for the New York (East Zone) State Plane Coordinate System.

AS SHOWN ON A SURVEY entitled "Map of Lands to be Conveyed to Quarry Waters, LLC North Street, City of Kingston & Town of Ulster, Ulster County New York" dated October 23, 2019, last revised August 17, 2021, and filed in the County Clerk's office on December 28, 2021, as Map No. 21-308.

BEING the same as the premises conveyed to Quarry Waters, LLC by Tilcon, Inc., successor corporation to Tilcon Minerals, Inc. and Tilcon Materials, Inc., by deed dated June 30, 2020, and recorded in the Ulster County Clerk's Office on July 9, 2020, in Liber 6631 of Deeds at Page 50, as Instrument No. 2020-8888.

SUBJECT to a Public Access Easement granted by Quarry Waters, LLC to the City of Kingston and Town of Ulster dated January 8, 2021 and recorded in the Ulster County Clerk's Office on May 12, 2021 in Liber 6828 at Page 270 as Instrument No. 2021-9452, as may affect.

SUBJECT to terms and conditions set forth in Letters Patent granted by People of the State of New York to Charles Shultz (a/k/a C.H. Schultz) dated October 20, 1877 and recorded in the Ulster County Clerk's Office on October 29, 1877 in Liber 208 at Page 97.

SUBJECT to terms and conditions set forth in Letters Patent granted by People of the State of New York to Alva S. Staples dated July 14, 1881 and recorded in the Ulster County Clerk's Office on August 5, 1881 in Liber 231 at Page 189.

SUBJECT to terms and conditions set forth in Letters Patent granted by People of the State of New York to Albert Terry, William Terry, Edwin Terry, Eliza Manchester, Harriet Van Deusen, Sarah Frances Brigham, Juliet Rogers, all heirs at law of David Terry dated July 30, 1873 and recorded in the Ulster County Clerk's Office on August 9, 1882 in Liber 237 at Page 538, as may affect.

SUBJECT to Restrictive Covenants set forth in a deed by Tilcon Inc. to Quarry Waters, LLC dated June 30, 2020 and recorded in the Ulster County Clerk's Office on July 9, 2020 in Liber 6631 at Page 50 as Instrument #2020-8888.

SUBJECT to the rights, including riparian and/or spring rights, of others, if any, in and to any streams, including Hudson River, watercourses, or bodies of water within the premises.

SUBJECT to the rights of others in and to the Hudson River, including the rights of the United States Government and the State of New York to change and alter the harbor, bulkhead

and pierhead lines adjacent to said premises and to establish harbor, bulkhead and/or pierhead lines different from the present lines, if any, and, through their various departments or agencies, to regulate the use of land under water, piers, wharves, docks or other property adjacent thereto, without compensation.

TOGETHER with all right, title and interest, if any, of the Grantor in and to any strips and gores between the above-described parcels and adjoining owners.

TOGETHER with all right, title and interest of the Grantor in and to all streets, lanes, roads, and rights of way traversing or adjoining the premises herein above described, and the ponds, marshes, rivers, lakes, creeks, waters, and lands under water located in, upon or adjoining the above-described premises, and all littoral, riparian and shore rights in any wise pertaining or belonging thereto.

TOGETHER with the appurtenances and all the estate and rights of the Grantor in and to said premises.

TO HAVE AND TO HOLD the above-granted premises unto the Grantee, its successors and assigns forever.

The property described above does not constitute all or substantially all of the assets of the Grantor.

And Grantor covenants with the Grantee as follows:

FIRST: That said Grantor is seized of said premises in fee simple, and has good right to convey the same;

SECOND: That the Grantee shall quietly enjoy the said premises;

THIRD: That the said premises are free from incumbrances;

FOURTH: That the Grantor will execute or procure any further necessary assurance of the title to said premises;

FIFTH: That said Grantor will forever WARRANT the title to said premises; and

SIXTH: That this conveyance is subject to the trust fund provisions of Section Thirteen of the Lien Law.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed by its duly authorized officer the day and year first above written.

QUARRY WATERS, LLC

By: The Scenic Hudson Land Trust, Inc.
Its: Sole Member

By: [Signature]
Print Name: SETH MCKEE
Its: Executive Director

and

By: [Signature]
Print Name: Cari Watkins-Bates
Its: Director of Land Conservation

STATE OF NEW YORK)
) ss.:
COUNTY OF Dutchess)

On the 15 day of February in the year 2022, before me, the undersigned, personally appeared Seth McKee, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public, State of New York

Eva J. Perez
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE6422853
Qualified in Dutchess County
Commission Expires September 27, 2025

STATE OF NEW YORK)
) ss.:
COUNTY OF Dutchess)

On the 15 day of February in the year 20 22, before me, the undersigned, personally appeared Carl Watkins-Pates, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

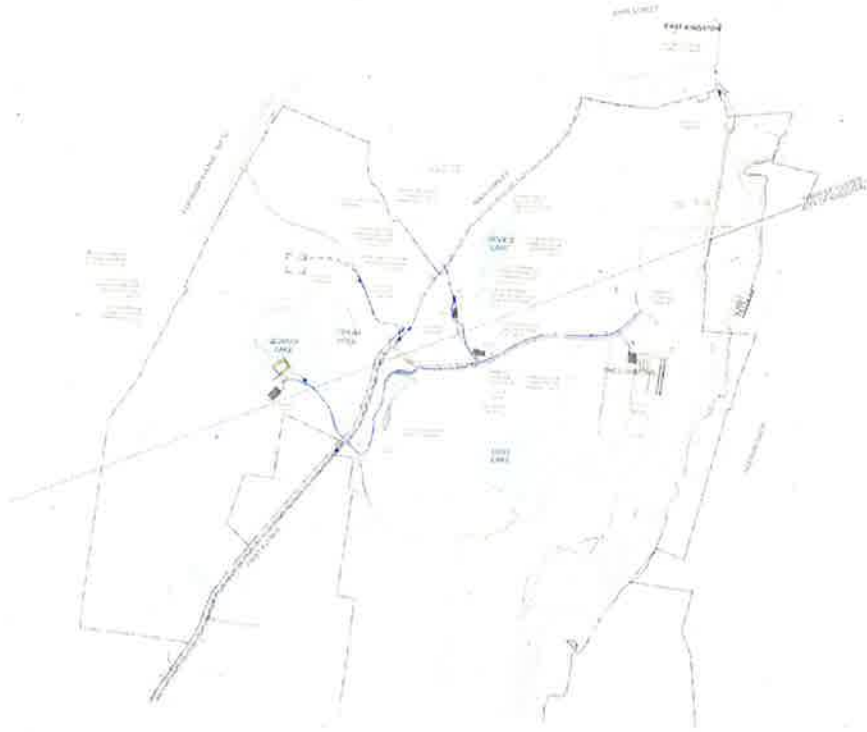
Eva J. Perez
Notary Public, State of New York

Eva J. Perez
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PE6422653
Qualified in Dutchess County
Commission Expires September 27, 2025

RECORD & RETURN TO:
Mr. Robert F. McCune
Real Estate Specialist I
Office of Parks, Recreation and
Historic Preservation
Albany, New York 12238

Exhibit B

WS Connection – Points of Connection and Metering Locations



FO
MASS.

FOIA Request Form

Requester Name: _____

Requester Address: _____

Requester City/State/Zip: _____

Requester Phone: _____

Requester Email: _____

Requester Title: _____

Organization: _____

Request Description: _____

Request Date: _____

Request Status: _____

U.S. DEPARTMENT OF JUSTICE
OFFICE OF FOIA/OPAC
400 ANDOVER STREET
NORTH BOSTON, MA 02117



U.S. DEPARTMENT OF JUSTICE
OFFICE OF FOIA/OPAC
400 ANDOVER STREET
NORTH BOSTON, MA 02117

C-112

Exhibit D

Town of Ulster – (relevant portions of the Town’s) Code of the Town of Ulster

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1-1.pdf Last Amended December 31, 2023.

Chapter 177 WATER

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[HISTORY: Adopted by the Town Board of the Town of Ulster 3-14-1979 as L.L. No. 1-1979. Sections 177-5, 177-6, 177-9B and C, 177-18A and B, 177-20, 177-28C, 177-31, 177-32, 177-33 and

177-36 amended and §§ 177-7C, 177-22, 177-25, 177-26C and 177-28F added at time of adoption of Code; see Ch. 1, General Provisions, Art. I. 177-28 (G) Adopted by the Town Board of the Town of Ulster 10-16-2014 as L.L. No. 5- 2014. Sections 177-26 (C) and (D) amended and § 176-26 (B) and

(E) added by the Town Board of the Town of Ulster 11-2-2016 as L.L. No. 1-2016. Other amendments noted where applicable.]

GENERAL REFERENCES

Building construction and fire prevention - See Ch. 61. Sewers - See Ch. 141.

Site plan review - See Ch. 145. Streets and sidewalks - See Ch. 157. Subdivision of land - See Ch. 161. Fees - See Ch. A194.

Site plan review regulations - See Ch. A196.

§ 177-1. Purpose.

The purpose for the enactment of this chapter is to promote the health, safety and general welfare of the inhabitants of the District. It shall be unlawful for any person, firm or corporation to use or attempt to use any of the facilities of the District except as hereinafter provided, nor shall any person, firm or corporation do or attempt to do any plumbing work in connection with the District, other than in compliance with the terms and provisions of this chapter.

§ 177-2. Agent designated.

The Superintendent of the District shall act as agent for the Town Board in the issuance of permits and the inspection of work.

§ 177-3. Plumbers and firms to be approved.

No plumber or firm shall engage in the installation of services unless and until such plumber or firm has been approved by the Town Board or the Superintendent.

§ 177-4. Connection to public water system required.

The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purposes, situated within the District and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public water system of the District, is hereby required, at his expense, to install suitable plumbing facilities therein, and to connect such facilities directly to the proper public water system, in accordance with the provisions of this chapter, within ninety (90) days after the date of official notice to do so, provided that the said public water system is within one hundred (100) feet of the property line.

§ 177-5. Applications. (1)

All applications for use of water from the mains or distribution pipes of the District must be made at the office of the Water Department, where a copy of the rules and regulations will be furnished, together with instructions as to the form prescribed for that purpose. The application shall state truly and fully each particular purpose and manner in which the water is to be used and the name of the plumber or firm selected to do the work and shall be signed by the owner of the premises or his authorized agent. Every plumber or firm shall be responsible for performing the work in accordance with and pursuant to the authority of the proper state and county government agencies, when applicable. The filing of certificates of insurance and payment of fees for permits from such state and county government agencies shall be the responsibility of the plumber or firm doing the work. A separate application and permit fee is required for each connection to the public water system.

(1) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I

§ 177-6. Permit for water service required. [Amended 1-9-1986 by L.L. No. 1-1986(2)]

A. A permit for water service must be obtained from the Water Department for the respective water district for each connection in the public main. The permit for water service must be issued to the property owner or his designated agent for the permit. The permit must be cosigned by the Superintendent of the District or his designee.

B. The fee schedule for the permit will be as provided in Chapter A194, Fees.

§ 177-7. Tapping; fees. [Amended 1-9-1986 by L.L. No. 1-1986]

A. The tapping of water mains or distributions pipes, the furnishing of the corporation cocks, the curbcock and the box shall be provided by the District. The cost of the above mentioned material shall be included in the permit fee for a three-fourths-inch tap. All materials for a tap larger than three-fourths (3/4) inch shall be provided by the owner of the property.

B. No single tap larger than three-fourths (3/4) inch (inside diameter) shall be permitted, except by special permission issued by the Superintendent of the District with the approval of the Town Board. No water main or distributions pipe shall be tapped by any person, except an authorized employee of the District or its designee.

C. The tapping of water mains or distribution pipes of the public water system, including the furnishing of corporation cocks, the curb cocks and box, shall be provided by the District, unless provided as part of the subdivision improvements plan. (3)

§ 177-8. Distribution systems to be independent.

Any water supply taken from the District's system shall be distributed through a piping system entirely independent of and unconnected to any other system conveying any other supply of water.

§ 177-9. Water service pipes; connections.

A. The minimum size of water service pipes from the curb to the meter shall be three-fourths (3/4) of an inch copper service type K tubing with brass fittings and valves. No red or white lead joint compound shall be used on joints between the main and the meter.

(2) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I

(3) Editor's Note: Added at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

B. Two-inch water services are to be laid with soft K copper service with brass flare fittings and valves. **(4)**

C. Connections above two (2) inches must be of cement-lined ductile iron or copper and must conform to the District's standard of water mains. **(5)**

§ 177-10. Notice required prior to introduction of water to premises.

A plumber or firm receiving a permit to lay service or supply pipes for the introduction of water to any premises shall give the Superintendent at least twenty-four (24) hours of notice prior to the time of the tapping of the main.

§ 177-11. Expenses to be paid by owner of premises.

A. All expenses for introducing water to any premises, excavating for and laying service pipes and all fixtures connected therewith (except the corporation cock at the main, which belongs to the District), must be paid by the owner of the premises.

B. All expenses for repairs and replacements to service lines, curb cocks, rods and boxes to the street main will be borne by the owner of the premises. All curbcock valve boxes must be at grade level or excavated by the owner if water is requested to be shut off.

C. All service line thawing with electric welders or other methods will be the responsibility of the owner to the street main.

§ 177-12. Laying of service pipes. [Amended 3/01/2004]

All service pipes to any premises shall be laid at least four and one-half (4 1/2) feet below the surface of the grade at right angles to and from the street main to the inside of the curblin, where a curbcock shall then be attached and valve box placed. There shall be a stop and waste cock placed on every supply pipe just inside of the building or cellar and on the customer's side of the meter. No 3/4" or 1" pipe unions are allowed if the house or meter are within 100' from curb stop.

§ 177-13. Work to be supervised by Superintendent.

All work attendant to the introduction of water to any premises, laying supply pipes thereto and

(4) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

(5) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

fixtures connected therewith shall be done under the supervision of the Superintendent of the District and subject to his approval.

§ 177-14. Reports to be furnished by plumbers.

All plumbers shall, after completion of work on any service pipe or fixture, make a true report, upon the blanks furnished by the District, of all the fixtures and pipes attached or connected by them or under their supervision; and such report shall be filed in the office of the Town Clerk within forty-eight (48) hours after completion of the work.

§ 177-15. Permit required to perform work on water service.

No plumber shall make any addition, attachment, alteration or extension to any water supply or service pipe on any premises, until a permit is granted upon an application made and signed by the owner of the premises, as provided for by §177-5 and §177-6 hereof.

§ 177-16. Permit required to turn on water.

No plumber or other person shall open any curbcock or turn on the supply of water to any service pipe without a permit from the District.

§ 177-17. Service to premises to be independent; exception.

One (1) tap and one (1) service pipe will not be allowed to supply more than one (1) house or premise, unless such service pipe is provided with separate and independent curb stops and boxes at the curb line in front of each house or premise. In no case will service pipes be allowed to run across lots, but must be taken from the main in front of the premises. Any exception to this regulation must receive the approval of the Town Board.

§ 177-18. Turning off water at curb.

A. The supply of water to any premises may be shut off for nonpayment in the event that any quarterly bills or other charges are unpaid at the expiration of a period of sixty (60) days from the date due. The Superintendent must give the delinquent five (5) days printed or written notice, at the expiration of which time, if the charges are not paid, the water will be shut off from such premises until the charges are paid in full. The sum as provided in Chapter A194, Fees, shall be charged for turning the water on. **[Amended 1-9-1986 by L.L. No. 1-1986 (6)]**

(6) Editor's Note. Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I

B. The payment of the regular water rents shall not conflict with the right of the Superintendent to shut off the supply of water from any premises for any violation of any of the provisions of this chapter.

C. In the event that a house or other building is to be closed or become vacant, notice thereof must be given to the District, in order that the meter may be read and the curbcock closed. Where such notice is not given, and pipes burst from freezing or other causes, the value of the water lost by reason thereof, as estimated by the District Superintendent, together with the additional sum as provided in Chapter A194, Fees, to cover labor and expense to the District, shall be added to the next bill and be paid in like manner as regular water charges. **[Amended 1-9-1986 by L.L. No. 1-1986(7)]**

§ 177-19. Turning off water at main.

In a case where the water is shut off for nonpayment of water rent or for other causes, and when, in the opinion of the Superintendent, the shutting off at the curb is not sufficient protection against the further use of water, he may cause the corporation cock to be shut off and the supply pipe to be discontinued therefrom.

§ 177-20. Reconnection after being turned off at main. [Amended 1-9-1986 by L.L. No. 1- 1986 (8)]

Upon reapplication for water where the water has been shut off at the corporation cock, an additional charge as provided in Chapter A194, Fees, must be paid for opening the street main and reconnecting the supply line.

§ 177-21. Damages; repairs and additions.

No person shall be entitled to damages or to have any portion of a payment refunded for any stoppage of supply occasioned by accident to any portion of the work, nor for stoppage for purposes of additions or repairs. Owners desiring pressure-reducing valves shall furnish and install the same at their own expense. The Superintendent of the District shall have the right to shut off water to make repairs or additions of new work.

§ 177-22. Leaks in service lines; repair. (9)

Any service line found to have a leak will be given a seven-day notice to have service line

(7) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

(8) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

(9) Editor's Note: Added at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

repaired. If repairs are not made, service will be turned off until repairs are made. Service will be restored after our inspection.

§177-23. Check valves.

A. In all cases where water is supplied to water backs in stoves and ranges, or to steam boilers for domestic use or manufacturing purposes, the supply pipe must be provided with a suitable check valve or other sufficient device to prevent damage from collapse or explosion when the water is shut off from the street mains or other causes.

B. Whenever a check valve is installed on the cold water supply pipe between the street main and the hot water tank, there shall be installed on the hot-water-distributing system a suitable relief valve.

High-pressure steam boilers shall not be supplied with water directly from public water supply pipes. All such boilers shall be provided with a tank or other receptacle of sufficient capacity to hold not less than six (6) hours supply for the boiler.

§ 177-24. Public and school buildings.

The use of water in all public and school buildings shall be subject to the same requirements and restrictions as in private dwellings.

§177-25. Cross connections. (10)

A. Backflow prevention device. The Water Superintendent may require the property owner to install an approved backflow prevention device in every water service line to the facility for which a potential hazard exists. Such devices shall be installed at or as near the service connection as may be required by the Superintendent. Such backflow preventers shall be designed and installed in accordance with all regulations of Part 5, 1.31 of the New York State Sanitary Code, and must be approved by the Water Superintendent and the New York State Health Department prior to installations. All costs of installation and maintenance shall be borne by the property owner.

B. Cross-connection hazard. The following is partial list of facilities that are especially likely to have cross-connection hazards:

- (1) Automobile plants.

(10) Editor's Note: Added at time of adoption of Code; see Ch. 1, General Provisions, Art. 1.

- (2) Auxiliary water systems, such as wells.
- (3) Beverage bottling plants.
- (4) Breweries.
- (5) Food-processing plants.
- (6) Chemical plants and plating facilities.
- (7) Film laboratories.
- (8) Hospitals, medical buildings, sanitariums, morgues and mortuaries.
- (9) Irrigation systems.
- (10) Laundries and dye works.
- (11) Meatpacking plants.
- (12) Metal manufacturing, cleaning and fabricating plants.
- (13) Radioactive materials production or research plants.
- (14) Restricted, classified or other facilities closed to.
- (15) Sewage.
- (16) Buildings heated by boilers where treatment chemicals are used.
- (17) Building with certain types of air conditioning systems.
- (18) Swimming pools.
- (19) Printing operations.
- (20) Furniture stripping.

C. Testing. All backflow prevention devices shall be tested at least once a year by a tester certified by the New York State Department of Health in accordance with Part 5, 1.31 of the New York State Sanitary Code, and the results of the test submitted to the Water Superintendent. If annual test reports are not received, the Water Superintendent may test the backflow prevention device for a fee pursuant to Chapter A194, Fees. All costs of testing shall be borne by the property owner. D. Water shutoff. If a required backflow prevention device is not installed or tested within the period of time set by the Water Superintendent, the supply of water to the premises may be shut off by the Water Department until the provisions of this chapter have been complied with.

§177-26. Fire hydrants; obstructing or opening valves or gates.

- A. No person or persons shall open any fire hydrant or draw water therefrom, except the Superintendent of the District or persons under his direction or with his permission and except in case of fire, when the Chief of the Fire Department, his assistants, officers and members of the Fire Department shall have free and entire control of the hydrants for the purpose of extinguishing fires.
- B. No person or persons shall open any fire hydrant or draw water therefrom without a meter and backflow device properly installed and working.
- C. No person or persons, except the Superintendent and employees under his direction, shall open or close any valve or gate in any water main or street pipe, or in any manner interfere with or obstruct the same.
- D. No person shall erect or plant any obstruction within three and one-half (3 ½) feet of any hydrant or cause any obstruction that will hinder a fire company from hooking onto it, or operating any hydrant. No obstruction shall be placed so as to obstruct the view of any hydrant for a distance of at least two hundred (200) feet up and down the road **[11]**.
- E. Penalty. Any violation of the rules, regulations or provisions of this section, is hereby declared to be an offense punishable by a fine not to exceed five hundred dollars (\$500.00) or imprisonment not to exceed fifteen (15) days, or by both said fine and imprisonment, plus the cost of the water used. If the amount of water used cannot be determined, the person or persons shall be charged for one million (1,000,000) gallons at the current bulk rate. When a violation of any of the provisions of this chapter is continuous, each twenty- four (24) hours thereof shall constitute a separate and distinct violation.

(11) Editor's Note: Added at time of adoption of Code; see Ch. 1, General Provisions, Art I.

§ 177-27. Permit required for use of water for special purposes.

Persons desiring to use water for building purposes, filling cisterns or for any special purpose whatsoever, will be required to make application at the office of the Town Clerk and to pay in advance for the same when the Superintendent will issue a permit therefor, such advance payment to be the minimum charge as fixed by §§ 177-31, 177-32 and 177-33 hereof.

§ 177-28. Meters.

- A. No meter shall be set or attached by any person other than an employee of the District, nor shall any meter so attached be interfered with, removed, disconnected or repaired by any person other than an employee of the District. The plumber making the installation shall provide all necessary supports for the meter, as directed by the Superintendent. The Superintendent shall be given not less than twenty- four (24) hours of advance notice of the setting of the meter.
- B. Owners of premises where meters are attached to the supply pipes will be required to protect the meter from frost or other injury at their own expense; and whenever it shall be necessary to attach a meter outside of the building, they shall pay the expense incurred in excavating for and boxing the same.
- C. Where a water meter fails to register the correct quantity of water delivered through it or where it otherwise becomes out of order or in need of repair, notice thereof shall be given to the District. Another meter will be loaned and installed during the time required for testing and repair. When repairs are found necessary, the same shall be made by the District. When, in the opinion of the Superintendent of the District, a meter becomes unsuitable for use, it shall be replaced as directed by the Superintendent. **(12)**
- D. All meters in pits will have suitable ladders and be made substantially tight, so as to be safe for ingress and egress from the pit, with suitable covers on the pit to protect the meter and the meter reader from injury. All pits that require pumping so that the meter can be read will be done by owner of the premises.
- E. The owner will be charged the amount incurred for removal, shipping and testing of all meters which are requested to be removed and tested for accuracy and all meter readings in dispute, in the event that the meter is found to be correct.

(12) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

F. All services shall be metered. Meters supplied by the District free of charge to the consumer (residences) shall be no larger than three-fourths-inch fittings. In cases where larger meters are necessary as in commercial use, then the consumer shall pay for the meter. Meters must be accessible to the town employees at all reasonable hours. **(13)**

G. Testing of Water Meters

1. Requirement and frequency of testing. To ensure reliable meter measurements and proper meter calibration, each property owner with a water meter service of one inch and larger must periodically test the meter pursuant to the testing interval set forth below. All such water meters shall be tested by an independent testing service, and calibrated or replaced in order to ensure proper and accurate water meter operation.

Meter Size (inches) Required Testing Interval – Years or Gallons

Whichever Comes First

- 1 Every 10 years or 5,000,000 gallons
- 1 ½ Every 10 years or 5,000,000 gallons
- 2 Every 10 years or 8,000,000 gallons
- 3 Every 10 years or 10,000,000 gallons
- 4 Every 8 years or 12,000,000 gallons
- 6 or larger Every 8 years or 12,000,000 gallons

When, in the opinion of the Superintendent, the meter becomes unsuitable for use, it shall be replaced by another meter, at the sole cost, expense, and labor of the property owner.

2. Records of water meter testing. Proof of testing and any corrective action as required in § 177-28(G)(1) and a certified report of the results demonstrating the accuracy of the meter, shall be maintained by the property owner on the premises and a copy shall be filed with the Town of Ulster Water Department no later than 30 days after the required testing.

3. Violations. Each violation of any of the provisions of this section shall constitute a misdemeanor and shall be punishable by a fine not less than \$250 and not more than \$1,000 or by imprisonment not exceeding one year, or both, for each offense. Each day of a continuous violation shall be considered a separate offense. A director, officer, agent or employee of any corporation found guilty of violating any of the foregoing sections shall be subject to the penalties prescribed herein.

(13) Editor's Note: Added at time of adoption of Code; see Ch. 1, General Provisions, Art. 1.

§ 177-29. Protection of excavations; insurance requirements.

A. Any plumber or firm obtaining a permit to make connections with the District system shall save harmless the said District from all suits, accidents and damages consequential thereof, for or by reason of any opening in any street, alley, or avenue made by him or by those employed by him for making any connection with said water District system or for any other purpose or object whatever; and

he shall also replace and restore the said street over such opening in as good a state and condition as he found it, or reimburse the District for the cost of the same when done by the District. He shall keep guards by day and lights by night and keep and maintain the same in good order and comply with all ordinances of the Town Board applicable thereto. Every plumber or firm, before commencing any work or installation, shall have executed and filed in the office of the Town Clerk, the following required insurance coverage:

(1) Public liability. (b) Owner's protective (District named insured).

(c) Each in the following amounts: one hundred thousand dollars / three hundred thousand dollars (\$100,000 / \$300,000.).

(2) Property damage: fifty thousand dollars / one hundred thousand dollars (\$50,000./\$100,000.).

(3) Blasting coverage (if applicable): twenty-five thousand dollars / fifty thousand dollars (\$25,000./\$50,000.).

(4) License and permit bond: In the amount of five thousand dollars (\$5,000.) guaranteeing that the holder will observe the laws of the municipalities involved and will hold the District harmless for any damage done.

B. The bonds, insurance and certificates herein required must be approved by the District's counsel as to form and sufficiency.

§ 177-30. Construal of provisions.

All of the foregoing rules, regulations and restrictions made and adopted by the Town Board shall be considered a part of the contract with and between any person who applies for and obtains a supply of water; and every person receiving the water so supplied shall be considered as having expressly consented to be bound hereby.

§ 177-31 –177-33. Water Rates in Bright Acres Water District, Cherry Hill/ Sawkill Road Water District, East Kingston Water District, Glenerie Water District, Halcyon Park Water District Ulster Water District. [Amended 12-29-1980 by L.L. No. 3-1980; 1-9-1986 by L.L. No. 1-1986, Amended 1-9-1986 by L.L. No. 3-1986] (14)

- A. Meters will be read at the end of each quarter.
- B. Rates shall be as provided in Chapter A194, Fees.

§ 177-34. Payment of water rents.

- A. All water rents or other charges shall be payable at the office of the Water Department or office of the Town Clerk. [Amended 1-9-1986 by L.L. No. 1-1986]
- B. All water rents, accounts or other charges shall be made against the owner or owners of premises connected with the water main; and such owner or owners shall be held responsible for all accounts and charges.
- C. Water rents for all services shall be payable quarterly at the end of each quarter, on the first days of the months of April, July, October and January.
- D. Due dates for all water and sewer bills shall be as follows: Jan. 31, April 30, July 31 & Oct. 31. A twenty percent (20%) penalty shall be applied to any unpaid balance. Delinquent payments due after October 31 of any year shall be relevy to the property owner's tax bill. [Resolution Adopted February 21, 2013]
- E. Water rents for fractional parts of a quarter shall be prorated for the remainder of the quarter and be payable on the first day of the ensuing quarter.

§ 177-35. Willful acts injuring water apparatus or supply.

Any willful act whereby the District or any property, apparatus or appliances thereof shall be injured, or the supply of water in any way obstructed, impaired or made less pure, shall be deemed a violation of this chapter.

(14) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art I.

§ 177-36. Penalties for offenses. [Amended 1-9-1986 by L.L. No. 1-1986] (15)

Any violation of the rules, regulations or provisions of this chapter is hereby declared to be an offense punishable by a fine not to exceed two hundred fifty dollars (\$250.) or imprisonment not to exceed fifteen

(15) days, or by both said fine and imprisonment. When a violation of any of the provisions of this chapter is continuous, each twenty-four (24) hours thereof shall constitute a separate and distinct violation.

§ 177-37. Word usage.

The term "District" shall be interpreted to mean any or all of the following: Bright Acres Water District, Cherry Hill/ Sawkill Road Water District, East Kingston Water District, Glenerie Water District, Halcyon Park Water District, Spring Lake Water District and Ulster Water District.

(15) Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art I.

Exhibit E
City of Kingston – (relevant portions of the City's) Charter and General Legislation

<https://ecode360.com/37748525#37748525>

Chapter C. of the City Charter

<https://ecode360.com/12699984#12699984>

§ C3-1. Powers of the city.

The city shall have all powers possible for a city to have under the constitution and laws of the State of New York as fully and completely as though they were specifically enumerated in this Charter.

§ C3-2. Construction.

The powers of the city under this Charter shall be construed liberally in favor of the city, and the specific mention of particular powers in the Charter shall not be construed as limiting in any way the general power granted under this article.

§ C3-3. Intergovernmental relations.

The city may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation, by contract or otherwise, with any one or more states or any state civil division or agency, or the United States or any of its agencies.

Article XIV. Department of Public Works of the City Charter

<https://ecode360.com/13230897#13230897>

§ C14-1. Powers and duties.1

The Department of Public Works, at the direction of the Mayor, shall have the care and control of the streets, sewers and public parks of said city; and the control, supervision and regulation of all matters affecting the lighting of said city, whether by gas, electricity or otherwise; and said Department shall have and exercise the following powers and duties:

[NOTE: Only relevant portions selected, below.]

F. Maintaining streets, etc.

(3) To contract for extending the distribution of sewers as hereinafter provided, and to make contracts for grading, paving, repaving, causing sidewalks to be made and remade, curbs to be set and reset, and gutters to be made and remade on any street as hereinafter provided or for the whole or any part of the work of extending said pipes or sewers.

H. To grant permits for the use of the sewers, to make proper rules and regulations for the same, and to provide for the same, and to provide for the protection and preservation of the pipes and sewers and all property connected therewith, and to order proper penalties, not exceeding \$50 for each offense, for the violation of any such rules and regulations so made. Such rules may be enforced, and the penalties enacted thereby collected with costs in a civil action to be brought in the name of the city in any court having cognizance thereof. The penalty so collected shall be paid to the Comptroller of said city, to the credit of the Department.

Q. To prescribe regulations as to the location and construction of private sewers, drains or gas pipes in said city and for the prevention of injury or obstruction of any street or sidewalk thereby.

Chapter 338 Sewers of the City General Legislation
<https://ecode360.com/12699950#12699950>

ARTICLE I

Sewer Connections

[Adopted 8-7-1984 by L.L. No. 3-1984, approved 8-28-1984, as Ch. 99 of the 1984 Code]

§ 338-1. Connections by licensed plumbers only. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

No other person than a licensed plumber will be allowed to make any connection to any city sewer.

§ 338-2. Permit required. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

The property owner desiring to make a connection with any city sewer, or the licensed plumber employed by him, shall, before the work is started, obtain the necessary permits from the Superintendent of Public Works for opening the street and from the City Plumbing Inspector for connecting with the sewer.

§ 338-3. Advance notice to Plumbing Inspector.

The property owner or his licensed plumber shall give at least 24 hours' notice to the Plumbing Inspector of the time that the work will be started in making such connection, and no such work will be started until such notice shall have been given.

§ 338-4. Plumbing Inspector to keep records.

It shall be the duty of the Plumbing Inspector to see that such connection is properly made; and the Plumbing Inspector shall make and keep a record of all connections, noting the street and number of the house so connected.

§ 338-5. Insertion of Y-branch or saddle. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

If, when the excavation for the connection is made to the sewer, no Y-branch is found within three feet each way from the point indicated, the Plumbing Inspector shall notify the Superintendent of Public Works, who will at once insert a Y-branch or saddle connection when deemed appropriate by the Superintendent of Public Works for such connection.

§ 338-6. (Reserved) Editor's Note: Former § 338-6, Endorsement by Inspector; return of permit, was repealed 12-16-1999 by L.L. No. 2-2000, approved. 1-3-2000.

§ 338-7. When effective; inconsistent ordinances repealed.

This article shall take effect immediately, and all ordinances or parts of ordinances inconsistent with the above are hereby repealed.

ARTICLE II

Sewer Use Charges

[Adopted 8-7-1984 by L.L. No. 3-1984; approved 8-28-1984, as Ch. 98, Art. I, of the 1984 Code; amended in its entirety 11-13-1984 by L.L. No. 5-1984, approved 11-26-1984]

§ 338-8. Statutory authority; title.

This article is adopted under the authority granted by the Municipal Home Rule and General Municipal Law of the State of New York. The article shall be known as, referred to or cited as the "Sewer Charge Law for the City of Kingston, State of New York," and hereinafter referred to as the "law."

§ 338-9. Findings; declaration of policy.

The City of Kingston hereby finds that the requirements for the issuance of federal grants and

the acceptance of such grants by the City of Kingston under Title II of the Federal Water Pollution Control Act Amendments of 1972, as amended (Public Law 92-500, as amended), and the regulations of the United States Environmental Protection Agency as promulgated in the September 27, 1978, Federal Register, Volume 43, Number 188, Part III, for the construction of waste treatment works to improve the quality of effluent discharges establish the necessity of adopting a sewer charge system that would be proportionate to all users and produce the revenue required to sustain the sewage collection and waste treatment system.

§ 338-10. Intent.

- A. It is the intention of the Common Council of the City of Kingston by adoption of this article to establish and impose a system of sewer charges for the municipal sewer system. Sewer charges shall be assessed to all users in accordance with the provisions of this article.
- B. The provisions of this article shall take precedence over any terms and conditions of agreements or contracts which are inconsistent with the requirements of this article.

§ 338-11. Sewer charges.

- A. Sewer charges shall be used for deriving revenues for financing and maintaining sewage collection and treatment facilities. The funds derived from these charges shall be used for all municipal expenses associated with constructing, improving or maintaining a sewerage system, including engineering, planning, construction, reconstruction of sewers, wastewater treatment works and all necessary appurtenances thereto, including pumping stations, extensions, enlargement, replacement or additions to the sanitary sewer system or the preliminary or other studies and surveys relative thereto, and for the acquisition of land or rights-of-way for any of the capital improvements.
- B. Sewer charges shall include a sewer user charge and a capital cost amortization charge which shall be levied on owners of properties located within the improvement boundaries who contribute sewage to the public sewers. The following items will be funded by the sewer user charge: **[Amended 4-2-1985 by L.L. No. 2-1985, approved 4-23-1985]**
 - (1) Cost of operation and maintenance (including replacement) of the entire sewer collection system, including pump stations.
 - (2) The improvement's share of the cost of operation and maintenance (including replacement) of the sewage treatment plant.
- C. The City Council of the City of Kingston shall review the user charges annually and revise them to reflect the actual sewage works, operation and maintenance costs.
- D. For the first year of operation, operation and maintenance charges shall be based upon past experience for existing treatment works or some other method that can be demonstrated to be appropriate to the level and type of services provided.
- E. Sewer charges shall be billed quarterly at the same time the Kingston Water Department bills for water usage charges. Each user shall be notified, at least annually, of the rate and that portion of the sewer charge which is attributable to wastewater treatment services.
- F. Sewer charges shall be levied on the basis of the amount of water from the Kingston Water Department used by each user at such per-unit rates as the City Council may from time to time establish or on the basis of the meter installed pursuant to § 340-24 of the City of Kingston Code. **[Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]**
- G. If the property has its own water supply or is served by an unmetered independent water company, the owner shall have the option of installing a water meter at his expense or the

user charges shall be based on 100 gallons per person per day. This shall mean that every man, woman or child living in the residence shall be charged at that rate. If said user fails to repair or replace a defective water meter, then its sewer charge shall be double the average of its last two quarterly billings for sewer user charges during which the meter was operating properly.

H. The bills for sewer charges shall become due and payable to the City of Kingston, and such payment shall be made to the Kingston Water Department at its office, quarterly. If such bills are not paid within 15 days, a penalty of 10% of the amount of such bill will be added thereto. Sewer user charges and capital cost amortization charges and the interest and penalties thereon shall be liens upon the real property which is using the public sewer or which is located within the improvement boundaries, and on or before December 1 the City Clerk shall prepare and file with the Common Council a statement showing all sewer user charges, with penalties and interest thereon, which remain unpaid, which said statement shall contain a brief description of the property to which the sewer services were supplied or which is within the improvement boundaries, the name of the owner liable to pay the same, so far as may be known, and the amount chargeable.

I. As a regional treatment system accepting wastewater from other municipalities, subscribers receiving waste treatment services from the city shall adopt a user charge system. These user charge systems shall also be incorporated in appropriate municipal legislative enactments or other appropriate authority of all municipalities contributing wastes to the treatment works.

§ 338-12. (Reserved) Editor's Note: Former § 338-12, Additional industrial surcharge, was repealed 12-16-1999 by L.L. No. 2-2000, approved 1-3-2000.

§ 338-13. Biannual review.

The Common Council of the City of Kingston shall review, at least biannually, the total costs of operation and maintenance and the user charge system and revise as needed to accomplish the following:

- A. Generate sufficient revenue to pay the total operation and maintenance costs necessary to the proper operation and maintenance, including replacement, of the treatment works.
- B. Apply excess revenues collected from users to the costs of operation and maintenance for the next year and adjust the rate accordingly.

§ 338-14. Definitions and word usage.

A. Unless the context specifically indicates otherwise, the meaning of terms used in this article shall be as follows:

BOD (denoting "biochemical oxygen demand") — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C., expressed parts per million by weight.

CITY — The City of Kingston, Ulster County, New York.

CITY ENGINEER — The professional engineer retained on staff by the City of Kingston to perform municipal engineering, or his authorized deputy, agency or representative.

COMMON COUNCIL — The duly elected City Council of the City of Kingston and its authorized deputy or representative.

IMPROVEMENT — The entire City of Kingston, Ulster County, New York.

IMPROVEMENT BOUNDARIES — The corporate boundaries of the City of Kingston as presently established.

INDUSTRIAL WASTES — The wastewater from industrial processes, trade or business, as distinct from domestic or sanitary wastes.

NATURAL OUTLET — Any outlet into a watercourse, pond, ditch, lake or other body of surface water or groundwater.

NORMAL SEWAGE — Sewage, industrial wastes or other wastes which, when analyzed, show by weight the following characteristics:

- (1) The values for these characteristics are subject to revision by the City Engineer if, in his opinion, data obtained during the previous year indicates changes are required for the proper and efficient operation of the sewage system and treatment plant.
- (2) The City Engineer may also add values for other characteristics or delete characteristics if such action becomes appropriate and applicable to the treatment of transportation of sewage.

Characteristic	Milligrams Per Liter
BOD	250
Chlorine demand	15
Suspended solids	250
COD	500

PUBLIC SEWER — A sewer in which all owners of abutting properties have equal rights and which is controlled by a public authority.

SANITARY SEWER — A sewer which carries sewage and to which stormwater, surface water and groundwater are not intentionally admitted.

SEWAGE — A combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such groundwater, surface water and stormwaters as may be present.

SEWAGE TREATMENT PLANT — Any arrangement of devices and structures used for treating sewage.

SEWAGE WORKS — All facilities for collecting, pumping, treating and disposing of sewage.

SEWER — A pipe or conduit for carrying sewage.

SUSPENDED SOLIDS — Solids that either float on surface or are in suspension in water, sewage or other liquids and which are removable by laboratory filtering.

UNITS OF USE — The quantity of water usage of the property owner metered by the Kingston Water Department on a quarterly basis.

B. The term "shall" is mandatory; "may" is permissive.

C. Industrial or commercial classifications which bear upon applications, rates, fees or other considerations shall be determined solely by the city.

§ 338-15. Severability; applicability.

A. If any section, paragraph, clause or provision of this article shall be adjudged invalid, such adjudication shall apply only to the section, paragraph, clause or provision so adjudged, and the remainder of this article shall be deemed valid and effective.

B. The sewer charge system shall take precedence over any terms or conditions of agreements or contracts between the grantee and users which are inconsistent with the requirements of § 204(b)(1)(A) of the Act and these regulations.

ARTICLE III

Sewer User Charge Review Board

[Adopted 8-6-1985, approved 8-9-1985 (Ch. 98, Art. II, of the 1984 Code)]

§ 338-16. Establishment, composition and purpose. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

Pursuant to this article, there shall be established a Sewer User Charge Review Board which shall be charged with the responsibility of receiving, reviewing, investigating and determining the merit of any grievance filed by a customer contesting the validity or amount of the sewer user charge which has been levied against that customer by the City of Kingston Water Department. The Sewer User Charge Review Board shall consist of the members of the Board of Public Works and shall be organized and exist in accordance with the rules for the Board of Public Works. The Common Council has authorized the Board of Public Works to handle Sewer User Charge Review Board matters.

§ 338-17. Procedure for appealing contested bills. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

The procedure for appealing a contested bill shall be as follows:

A. Any claim disputing the sewer user charge shall be made and reviewed by the Mayor only if the contested bill has been paid in full to the Kingston Water Department prior to the billing due date.

B. The customer shall file, in writing, a claim with the Mayor prior to the billing due date for which bill the claim is directed, and said written claim must indicate the bill which is being contested, the amount which is being contested and the reason for which said bill is being contested.

C. Upon receipt of the written claim properly and timely filed with the Mayor, the Mayor shall cause an investigation of the claim to be conducted to determine the merit of the claim.

§ 338-18. Decision on claims. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

Within 60 days after receipt of the claim, the Mayor shall decide on the merit of the claim and whether the customer is entitled to a refund of all or a portion of the contested bill previously paid. The Mayor shall notify the customer, in writing, of the determination, and, in the event that the Mayor does not mail the determination to the customer within 60 days after receipt of the contested claim, the customer shall be entitled to 8% interest per annum from the date the bill was paid on any amount that the Mayor determines to be refundable to the customer.

§ 338-19. Appeals. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

In the event that the customer wishes to appeal the determination of the Mayor, the sole appeal shall be an Article 78 proceeding commenced in accordance with the Civil Practice Law and Rules.

§ 338-20. Billing adjustments. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

In the event that the Mayor determines that the customer is entitled to an adjustment in his billing for the sewer user charge, the Mayor shall notify the Kingston Water Department to adjust the billing in accordance with the determination of the Mayor.

§ 338-21. Credits or refunds. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

In the event that the Mayor determines that the customer is entitled to a credit or refund, the Mayor shall notify the Kingston Comptroller to issue a refund to the customer in the amount as

determined by the Mayor.

§ 338-22. Exclusivity of appeal procedure.

The appeals procedure for contested sewer user charges as set forth in this article shall be the sole and exclusive appeal procedure.

ARTICLE IV

Connection Fees and Charges

[Adopted 4-4-1989, approved 4-5-1989 (Ch. 98, Art. III, of the 1984 Code)]

§ 338-23. (Reserved) Editor's Note: Former § 338-23, Capital improvement fund contribution for new construction, was repealed 12-16-1999 by L.L. No. 2-2000, approved 1-3-2000.

§ 338-24. Connection fee. [Amended 9-8-1994; approved 9-12-1994; 12-16-1999 by L.L. No. 2-2000, approved 1-3-2000; 3-5-2019 by L.L. No. 1-2019, approved 3-19-2019]

Where a person or corporation desires to connect to the sewer system of the City of Kingston, such person or corporation shall be required to pay a connection charge based upon applicable permit and inspection costs as determined by the Building Department. Said fee shall be payable at the time of application for a building permit and shall be based upon the information provided in the application for said permit. Said connection fee shall be in addition to the sewer user charge imposed pursuant to this article. **Editor's Note: Former Art. V, Right of Entry, adopted 12-5-1989 by L.L. No. 1-1990, approved 1-31-1990 (Ch. 98, Art. IV, of the 1984 Code), which immediately followed this section, was repealed 12-16-1999 by L.L. No. 2-2000, approved 1-3-2000.**

Appendix. Article XIV Sewers

<https://ecode360.com/6729377#6729377>

§ A407-70. Application for connection.

All applications for sewer connections must be made to the Plumbing Inspector on forms provided for that purpose, and such application must be signed by the plumber.

§ A407-71. Permit first obtained.

No building or premises shall be connected with any sewer, sanitary or stormwater, cesspool or vault, without a permit first obtained from the Plumbing Inspector; and it is further required that the permit shall be kept on hand during the progress of the work to which it relates, and it shall be exhibited whenever required by the Plumbing Inspector. The conditions of this permit must be strictly complied with. This regulation applies to all sewers whether on private property or in public streets or alleys. No plumber under any circumstances will be allowed to cut a hole into any vitrified sewer pipe.

§ A407-72. Connections properly made.

Connections made to any public sewer or private sewer located in a public street or way shall be, up to the spigot end of the house connection, of the same material as the main sewer. In all cases not otherwise permitted by the City Engineer, connections can only be made to established Y branches or Y branches placed at the time of connection. The City Engineer may approve types and means of connection other than referred to above. Such approval must be in writing and becomes a portion of the permit covering the work at hand.

§ A407-73. No Y branch found.

When no Y branch can be located, the matter will be reported to the Plumbing Inspector. He shall advise such action as approved by the City Engineer. In no instance shall the public sewer be

disturbed until such approval shall be given.

§ A407-74. No connection covered.

No connection with a Y branch will be covered until the Plumbing Inspector shall have endorsed on the permit issued by the Plumbing Inspector that such connection has been properly made.

§ A407-75. Reconstruction.

When old or defective plumbing is to be remodeled, additional fixtures installed or the whole plumbing system moved to another part of the building, then the remodeled system shall be made to conform to this code.

§ A407-76. Repairs.

All repairs to fixtures or piping shall be done in a substantial, sanitary and workmanlike manner.

§ A407-77. When no sewer system is available.

When no sewer system is available, the provisions of § 1, Article IV, of the Ulster County Sanitary Code applies. Approval from the Department of Health shall be secured through application made to the Plumbing Inspector. Septic tank capacities, leaching areas and plant locations shall be made subject to the terms of approval issued by the Department of Health.

Appendix. Article XVII Sewers and Sewage Disposal

<https://ecode360.com/6729422#6729422>

§ A407-101. Definitions

A. Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

B.O.D. (denoting Biochemical Oxygen Demand — The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20° C. expressed in parts per million by weight.

GARBAGE — Solid wastes from the preparation, cooking and dispensing of food, and from the handling, storage and sale of produce.

INDUSTRIAL WASTES — The liquid wastes from industrial processes as distinct from sanitary sewage.

PERSON — Any individual, firm, company, association, society, corporation or group.

PLUMBING INSPECTOR — The term "Administrative Authority" shall mean the Plumbing Inspector of the City of Kingston.

PROPERLY SHREDDED GARBAGE — The wastes from the preparation, cooking and dispensing of food that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particles greater than 1/2 inch in any dimension.

SEWAGE-TREATMENT PLANT — Any arrangement of devices and structures used for treating sewage.

SEWAGE — A combination of the water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.

SEWAGE WORK — All facilities for collecting, pumping, treating and disposing of waste and sewage.

SUSPENDED SOLIDS — Solids that either float on the surface of or are in suspension in water, sewage or other liquids; and which are removable by laboratory filtering.

B. "Shall" is mandatory; "may" is permissive.

§ A407-102. Use of public sewers required

A. It shall be unlawful for any person to place, deposit or permit to be deposited in any unsanitary manner upon public or private property within the City of Kingston, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or other objectionable waste.

B. It shall be unlawful to discharge to any natural outlet within the City of Kingston, or in any area under the jurisdiction of said city, any sanitary sewage, industrial wastes or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions in this chapter.

C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facility intended or used for the disposal of sewage.

D. The owner of all houses, buildings or properties used for human occupancy, employment, recreation or other purpose, situated within the City of Kingston and abutting on any street, alley or right-of-way in which there is now located or may in the near future be located a public sanitary sewer of the City of Kingston, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer, in accordance with the provisions of this chapter, within 90 days after date of official notice to do so, except as provided for in Subsection E. **[Amended 3-15-2023 by Res. No. 1-2023, approved 3-17-2023]**

E. If a public sanitary sewer does not exist in the abutting street or right-of-way, an owner may apply to the City of Kingston City Engineer for a waiver of the requirement to connect to a public sewer. If the waiver is approved, the owner must then apply to the Ulster County Health Department for a permit to construct an on-site disposal system. Individual connection waivers may be considered by the City Engineer, on a case-by-case basis, considering the facts of the situation, including, but not limited to: **[Added 3-15-2023 by Res. No. 1-2023, approved 3-17-2023]**

(1) Flow is low or seasonal, and less than 150 gallons per day.

(2) Connection to the public sewer is infeasible. Cost of connection may be a factor considered by the City Engineer.

(3) On-site soils are shown to be suitable for on-site disposal of wastewater.

(4) Accessory dwelling unit, where the primary dwelling unit is connected to a public sewer, will not generally qualify for a waiver.

If any applicant for a waiver wishes to appeal the decision of the City Engineer, the decision may be appealed to the Mayor of the City of Kingston. The Mayor's decision in all such matters will be final.

§ A407-103. Private sewage disposal.

A. Where a public sanitary sewer is not available under the provisions of § A407-102D, or where a waiver under § A407-10E has been granted by the City of Kingston, the building sewer shall be connected to a private sewage-disposal system complying with the provisions of this article, and specific plans approved by the Ulster County Department of Health. The City Engineer will furnish the applicant with a letter advising that an on-site system, in lieu of a connection to the City of Kingston public sewer system, is being allowed for the specific location and for a specific use. **[Amended 3-15-2023 by Res. No. 1-2023, approved 3-17-2023]**

B. Before commencement of construction of a private sewage-disposal system, the owner shall provide to the Ulster County Department of Health a letter from the City Engineer advising that an on-site system is allowed by virtue of nonavailability of a public sewer, or by virtue of a waiver approved under the requirements of § A407-102E. The owner shall then apply for and obtain a written permit signed by the Ulster County Department of Health. The

application for such permit shall be made on a form furnished by the City of Kingston, which the applicant shall supplement by any plans, specifications and other information as are deemed necessary by the City of Kingston or the Ulster County Department of Health.

[Amended 3-15-2023 by Res. No. 1-2023, approved 3-17-2023]

C. A permit for a private sewage-disposal system shall not become effective until the installation is completed to the satisfaction of the Plumbing Inspector. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the Inspector when the work is ready for final inspection, and before any underground portions are covered.

D. The type, capacities, locations and layout of a private sewage-disposal system shall comply with all recommendations of the Ulster County Department of Health. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage-disposal system, as provided in § A407-102D, a direct connection shall be made to the public sewer in compliance with this chapter, any any septic tanks, cesspools and similar private sewage-disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage-disposal facilities in a sanitary manner at all times.

G. No statement contained in this article shall be construed to interfere with any additional requirements that may be imposed by the Plumbing Inspector or the Ulster County Department of Health.

§ A407-104. Building sewers and connections.

A. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof, without first obtaining a written permit from the Plumbing Inspector.

B. Old building sewers may be used in connection with new buildings when they are found on examination and test by the Plumbing Inspector to meet all requirements of this chapter.

C. The building sewer shall be cast-iron soil pipe, ASTM Specification (A74-42) or equal; vitrified-clay sewer pipe, ASTM Specification (C-13-44T) or equal; approved asphalt pipe or other suitable material approved by the Plumbing Inspector. Joints shall be watertight and waterproof. Any part of the building sewer that is located and within three feet of waterservice-pipe level or above shall be constructed of cast-iron soil pipe with leaded joints. Castiron pipe with leaded joints may be required by the Plumbing Inspector where the building sewer is exposed to damage by tree roots. If installed in filled or unsuitable ground, the building sewer shall be of cast-iron soil pipe, except that nonmetallic material may be accepted if laid on a suitable concrete bed or cradle, as approved by the Plumbing Inspector.

D. The size of the building sewer shall be subject to the approval of the Plumbing Inspector but in no event shall be less than four inches. The slope of such four-inch pipe shall not be less than 1/4 inch per foot.

E. Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. No building sewer shall be laid parallel to or within three feet of any

bearing wall, which might thereby be weakened. The depth shall be sufficient to afford protection from frost. The building sewer shall be laid at uniform grade and in straight alignment insofar as possible. Changes in direction shall be made only with properly curved pipe and fittings.

F. In all buildings in which any building drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such drain shall be lifted by approved artificial means and discharged to the building sewer.

G. All excavations required for the installation of a building sewer shall be open-trench work unless otherwise approved by the Plumbing Inspector. Pipe laying and backfill shall be performed in accordance with ASTM Specification (C-12-19) except that no backfill shall be placed until the work has been inspected.

H. All joints and connections shall be made gastight and watertight.

(1) Cast-iron pipe joints shall be firmly packed with oakum or hemp and filled with molten lead. Federal Specifications (QQ-L-156), not less than one inch deep. Lead shall be run in one pouring and caulked tight. No paint, varnish or other coatings shall be permitted on the jointing material until after the joint has been tested and approved.

(2) All joints in vitrified-clay pipe or between such pipe and metals shall be made with approved hot-poured jointing material or cement mortar, as specified below.

(3) Material for hot-poured joints shall not soften sufficiently to destroy the effectiveness of the joint when subjected to a temperature of 160° F. nor soluble in any of the wastes carried by the drainage system. The joint shall first be caulked tight with jute, hemp or similar approved material.

(4) Other jointing material and methods may be used only by approval of the Plumbing Inspector.

I. The connection with the public sewer system shall be under the supervision of the Plumbing Inspector.

§ A407-105. Public sanitary sewer.

A. Clay pipe shall be laid with asphaltic joining material. Where groundwater conditions are encountered and the Mayor deems it necessary, the bell and spigot of the clay pipe shall be primed before pouring the asphaltic compound. And where groundwater conditions are so severe as to prevent the construction of watertight joints, a cement asbestos pipe or equal shall be substituted. This pipe shall be equipped with rubber rings and shall be installed as specified by the manufacturers. **[Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]**

B. All sanitary sewers shall be constructed in accordance with the minimum requirements of the Ulster County Department of Health standards.

C. Trench waters or any other water will not be allowed to enter the public sanitary sewer system unless specifically authorized by the Superintendent of Public Works. If no other place of disposal is available, permission may be given to discharge limited quantities into the sanitary sewer. However, under such circumstances a settling area with sufficient retention

period shall be provided to remove all earth, sand, etc. [Amended 12-16-1999 by L.L. No. 2-2000; approved 1-3-2000]

§ A407-106. Use of public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the Plumbing Inspector. Industrial cooling water or unpolluted process waters may be discharged, upon approval of the Plumbing Inspector, to a storm sewer, combined sewer or natural outlet.

C. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes in any public sewer.

(1) Any liquid or vapor having temperature higher than 150° F.

(2) Any water or waste which may contain more than 100 parts per million by weight of fat, oil or grease.

(3) Any gasoline, benzine, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

(4) Any garbage that has not been properly shredded.

(5) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the sewage works.

(6) Any waters or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works.

(7) Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage-treatment process, constitute a hazard to humans or animals, or create any hazard in the receiving waters of the sewage-treatment plant.

(8) Any water or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant.

(9) Any noxious or malodorous gas or substance capable of creating a public nuisance.

D. Grease, oil and sand interceptors.

(1) Grease, oil and sand interceptors shall be provided when, in the opinion of the Plumbing Inspector, they are necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand and other harmful ingredients; except that such interceptors shall not be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the Plumbing Inspector and shall be so located as to be readily and easily accessible for cleaning and inspection.

- (2) Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gastight and watertight.
- (3) Where installed, all grease, oil, and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.